

**EXHIBIT A**

**Berkovich Certification**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>  <b>WOLLMUTH MAHER &amp; DEUTSCH LLP</b> Paul R. DeFilippo, Esq. 500 Fifth Avenue New York, New York 10110 Telephone: (212) 382-3300 Facsimile: (212) 382-0050 pdefilippo@wmd-law.com  <b>JONES DAY</b> Gregory M. Gordon, Esq. Brad B. Erens, Esq. Dan B. Prieto, Esq. Amanda Rush, Esq. 2727 N. Harwood Street Dallas, Texas 75201 Telephone: (214) 220-3939 Facsimile: (214) 969-5100 gmgordon@jonesday.com bberens@jonesday.com dbprieto@jonesday.com asrush@jonesday.com (Admitted <i>pro hac vice</i> )  <i>PROPOSED ATTORNEYS FOR DEBTOR</i>	<b>WEIL, GOTSHAL &amp; MANGES LLP</b> Diane Sullivan, Esq. Ronit Berkovich, Esq. Theodore Tsekerides, Esq. Matthew P. Goren, Esq. 767 Fifth Avenue New York, NY 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007 Diane.Sullivan@weil.com Ronit.Berkovich@weil.com Theodore.Tsekerides@weil.com Matthew.Goren@weil.com  <i>PROPOSED SPECIAL COUNSEL FOR DEBTOR</i>
In re:  LTL MANAGEMENT LLC, <sup>1</sup>  Debtor.	Chapter 11  Case No.: 23-12825 (MBK)  Judge: Michael B. Kaplan

**CERTIFICATION OF RONIT J. BERKOVICH IN SUPPORT OF  
APPLICATION FOR RETENTION OF WEIL, GOTSHAL & MANGES LLP  
AS SPECIAL COUNSEL TO THE DEBTOR AS OF APRIL 4, 2023**

I, Ronit J. Berkovich, being of full age, certify as follows:

1. Weil, Gotshal & Manges LLP (“Weil”) is seeking authorization to be retained as special counsel to the above-captioned debtor and debtor in possession (the “Debtor”) in the above-captioned case (the “Chapter 11 Case”), effective as of April 4, 2023 (the “Petition Date”). I submit this certification

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<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

(the “Certification”) in connection with the application submitted on the date hereof (the “Application”),<sup>2</sup> by the Debtor.

2. My professional credentials include: I am a member in good standing of the New York State Bar. I am admitted to practice law in the State of New York and before the United States Court of Appeals for the Third Circuit and the United States District Courts for the Southern and Eastern Districts of New York.

3. I am a partner with the law firm of Weil, an international law firm with principal offices at 767 Fifth Avenue, New York, New York 10153; regional offices in Washington, D.C.; Houston and Dallas, Texas; Miami, Florida; Boston, Massachusetts; Princeton, New Jersey; and Redwood Shores, California; and foreign offices in London, United Kingdom; Frankfurt and Munich, Germany; Paris, France; Brussels, Belgium; and Beijing, Hong Kong, and Shanghai, China. I am duly authorized to make this certification on behalf of Weil.

4. The Debtor seeks to retain and employ Weil as special counsel in the above-captioned case (the “Chapter 11 Case”) for its expertise and familiarity with the chapter 11 cases of *In re Imerys Talc America, Inc.*, Case No. 19-10289 (LSS) (Bankr. D. Del.) (the “Imerys Case”) and *In re Cyprus Mines Corporation*, Case No. 21-10398 (LSS) (Bankr. D. Del.) (the “Cyprus Case”), as well as talc-related litigation in which it served as trial counsel prior to April 4, 2023 (the “Petition Date”). The Debtor is a creditor of the debtors in the Imerys Case and the Cyprus Case and holds valuable claims against those debtors’ estates. In addition, the debtors in the Imerys Case and Cyprus Case have asserted significant indemnification claims against the Debtor. The Debtor requires Weil’s expertise and familiarity with the Imerys Case and Cyprus Case to prosecute and defend against such claims. Weil is uniquely situated to serve as the Debtor’s special counsel in this Chapter 11 Case because of its long-standing representation of the Debtor and its predecessor, Johnson & Johnson Consumer Inc. (“Old JJCI”), in the Imerys Case and Cyprus Case, as well as Weil’s experience serving as special counsel to the Debtor in the Debtor’s prior chapter 11 case (the “2021 Chapter 11 Case”).

5. As set forth in the Application, the Debtor does not propose to employ Weil as general bankruptcy counsel pursuant to section 327(a) of the Bankruptcy Code, but instead as special counsel pursuant to section 327(e) of the Bankruptcy Code, primarily to represent and advise the Debtor and J&J in matters related to the Imerys Case and the Cyprus Case and as needed in connection with the defense and resolution

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the same meanings ascribed to them in the Application.

of certain talc claims. *See* Application, ¶ 5. The interests of the Debtor and J&J are aligned in the Imerys Case and the Cyprus Case.

5. Weil does not have any retention agreements with the Debtor, Old JJCI, or J&J concerning this Chapter 11 Case, the Imerys Case, the Cyprus Case, or the talc litigation. As set forth in the Application, the engagement terms between the Debtor and Weil are governed by the certain *Outside Counsel Management and Billing Guidelines for North America & Global IP and Litigation Guidelines* (the “Outside Counsel Guidelines”).<sup>3</sup> *See* Application, ¶ 6. Weil understands Old JJCI’s retention of Weil pursuant to the Outside Counsel Guidelines was allocated to the Debtor in connection with the corporate restructuring on October 12, 2021 described in the *Declaration of John K. Kim in Support of First Day Pleadings* (Dkt. 4), ¶ 24.

6. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows:

Subject to the Court’s approval of this Application, Weil intends to: (a) charge for its legal services on an hourly basis in accordance with the following blended rate ranges depending on the number of years of practice: \$1,225.00 to \$1,550.00 for partners, \$1,150.00 to \$1,175.00 for counsel, and \$605.00 to \$1,080.00 for associates; and (b) seek reimbursement of actual and necessary out-of-pocket expenses<sup>4</sup>. Weil’s hourly rates may change from time to time in accordance with Weil’s established billing practices and procedures, as contemplated by the Outside Counsel Guidelines.<sup>5</sup> Weil’s hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity and, with the discount, are less than the fees Weil charges for most matters.

Weil also intends to seek reimbursement for expenses incurred in connection with its representation of the Debtor in accordance with Weil’s normal reimbursement policies, subject to any modifications to such policies that Weil may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Fee Guidelines. Weil’s disbursement policies pass through all out-of-pocket expenses at actual cost or an estimated actual cost when the actual cost is difficult to determine. For example, with respect to duplication charges, Weil will charge \$.10 per printed

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<sup>3</sup> A copy of the Outside Counsel Guidelines are annexed hereto as Appendix 1.

<sup>4</sup> This payment structure is a discount off of Weil’s standard hourly 2023 rates, which went into effect on January 1, 2023. Weil’s current customary hourly rates are \$1,375.00 to \$2,095.00 for partners and counsel, \$750.00 to \$1,350.00 for associates, and \$295.00 to \$530.00 for paraprofessionals.

<sup>5</sup> Weil adjusts its billing rates annually.

black and white page and \$.50 per color page because the actual cost is difficult to determine. Similarly, as it relates to computerized research, Weil believes that it does not make a profit on that service as a whole, although the cost of any particular search is difficult to ascertain. Other reimbursable expenses (whether the service is performed by Weil in-house or through a third-party vendor) include overtime, deliveries, court costs, cost of food at meetings, transcript fees, travel fees, and clerk fees.

In addition, except as set forth below in regards to the compensation prior to the Petition Date, to the extent that Weil represents both the Debtor and J&J in a matter, including the Imerys Case and the Cyprus Case, Weil will allocate 50% of its fees and expenses incurred in such joint representation to the Debtor and 50% to J&J. In matters in which Weil represents solely the Debtor or J&J, Weil will allocate 100% of the fees and expenses to the entity represented.

With regards to compensation prior to the Petition Date, the Debtor paid Weil for its services in connection with the 2021 Chapter 11 Case pursuant to the interim compensation order entered in that case throughout the pendency of the 2021 Chapter 11 Case. See also Disclosure of Compensation attached to the Application as Exhibit B.

On April 4, 2023, following the entry of the Dismissal Order and prior to the commencement of this Chapter 11 Case, Weil received payment from the Debtor of all unpaid actual and estimated fees and expenses incurred through the commencement of this Chapter 11 Case. See Disclosure of Compensation, attached to Application as Exhibit B.

In particular, following the entry of the Dismissal Order, on April 4, 2023, the Debtor paid Weil \$270,548.02 via wire transfer (the “Payment”). This amount comprises (a) \$229,548.02 on account of actual and estimated fees and expenses for which the Debtor was responsible and that were incurred but not yet paid in the 2021 Chapter 11 Case through the entry of the Dismissal Order (the “Pre-Dismissal Amounts”),<sup>6</sup> and (b) \$41,000.00 for Weil’s estimated fees and expenses incurred following dismissal of the 2021 Chapter 11 Case and prior to the commencement of this Chapter 11 Case (the “Post-Dismissal Amounts”). The Payment was applied to the Pre-Dismissal Amounts and the Post-Dismissal Amounts prior to the commencement of this Chapter 11 Case.<sup>7</sup> Accordingly, to the best of the Debtor’s knowledge and

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<sup>6</sup> This amount also included outstanding actual and estimated fees and expenses owed to Weil by J&J for services provided during the pendency of the 2021 Chapter 11 Case prior to the entry of the Dismissal Order. Weil subsequently received payments directly from J&J for the fees and expenses attributable to J&J that were included in the Payment by LTL. Weil applied the payments received directly from J&J to the amounts owed by J&J and added the duplicate payment from LTL to the Retainer (as defined below).

<sup>7</sup> Weil did not hold a retainer (a “Retainer”) as of the Petition Date. Weil expects to: (a) complete its reconciliation of the fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee

belief, as of the Petition Date, Weil was not owed any amounts by the Debtor.

No promises have been received by Weil, or any partner, counsel, or associate of Weil, as to payment or compensation in connection with this Chapter 11 Case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Fee Guidelines. Furthermore, Weil has no agreement with any other entity to share compensation received by Weil or by such entity.

The Application requests approval of Weil's retention on rates, terms, and conditions consistent with what Weil charges non-chapter 11 debtors, namely, prompt payment of Weil's hourly rates as adjusted from time to time, subject to the discount described herein, and reimbursement of out-of-pocket disbursements at cost or based on formulas that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Weil will maintain detailed, contemporaneous time records in six-minute intervals and apply for allowance of compensation for professional services rendered in this Chapter 11 Case and for reimbursement of actual and necessary expenses relating thereto, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, the Interim Compensation Order, and any additional procedures that may be established by the Court in the Chapter 11 Case. In addition, Weil understands that interim and final fee awards are subject to approval by this Court.

☐ Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1

7. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

☐ None

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application in the Chapter 11 Case, and will separately reconcile the Payment made with respect to Pre-Dismissal Amounts and the Post-Dismissal Amounts; (b) make a corresponding adjustment to the amount of the Retainer on or about that date as described below; and (c) disclose such adjustment in its first interim fee application. If, following reconciliation, any estimated amounts included in either the Pre-Dismissal Amounts or the Post-Dismissal Amounts, respectively, exceeded Weil's unbilled actual fees and expenses incurred in the respective periods, the balance will be added to Retainer and applied by Weil consistent with the terms of the Interim Compensation Order. Weil will not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order. Weil agrees to waive all actual fees and expenses, if any, owed by the Debtor that were unpaid by the Payment.

☒ Describe connection: *See* no. 8 below and Schedule 2 attached hereto.

8. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

☐ None

☒ Describe connection:

To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, Weil does not represent nor hold any interest adverse to the Debtor or its estate with respect to the matters on which Weil is to be employed, as required by section 327(e) of the Bankruptcy Code, in that, except as set forth herein: (a) Weil has no connection with the Debtor, its affiliates,<sup>8</sup> its creditors, the Office of the United States Trustee for Region 3 (the “U.S. Trustee”), any person employed by the U.S. Trustee or any other party in interest in the Chapter 11 Case or their respective attorneys or accountants; (b) Weil is not a creditor, equity security holder, or insider of the Debtor; (c) no Weil partner, associate or other professional is, or was within two years of the Petition Date, a director, officer, or employee of the Debtor; and (d) none of the matters in which Weil represents a party in interest are adverse to the Debtor or its estate with respect to matters on which Weil is to be employed.

Weil, which employs approximately 1,100 attorneys, has a large and diversified legal practice that encompasses the representation of many financial institutions and commercial corporations. Weil has, in the past, represented, currently represents, and may, in the future, represent entities (or their affiliates) that are claimants or interest holders of the Debtor as described below, in matters unrelated to this Chapter 11 Case, the Debtor, and the matters on which Weil is to be employed. Some of those entities are, or may consider themselves to be, creditors or parties in interest in this Chapter 11 Case or otherwise have interests in this case.

In preparing this Certification, Weil used a set of procedures developed by Weil to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local

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<sup>8</sup> As described herein, Weil has represented, and represents, certain non-debtor affiliates of the Debtor in matters unrelated to the Chapter 11 Case as well as in the Imerys Case.

Bankruptcy Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the “Firm Disclosure Procedures”). Pursuant to the Firm Disclosure Procedures, I caused to be performed the following actions to identify the parties relevant to this Certification and to ascertain Weil’s connection to such parties:

- a. On April 6, 2023 and April 26, 2023, Weil received from the Debtor’s counsel, Jones Day, a list of the names of entities that may be parties in interest in this Chapter 11 Case (the “Potential Parties in Interest”) attached hereto as Schedule 1.
- b. Weil maintains a master client database as part of its conflict clearance and billing records. The master client database includes the names of the entities for which any attorney time charges have been billed since the database was first created (the “Client Database”). The Client Database includes the names of all current and former clients, the names of the parties who are or were related or adverse to such current and former clients, and the names of the Weil personnel who are or were responsible for current or former matters for such clients. Weil’s policy is that no new matter may be accepted or opened within the Firm without completing and submitting to those charged with maintaining the conflict clearance system the information necessary to check each such matter for conflicts, including the identity of the prospective client, the name of the matter, adverse parties, and, in some cases, parties related to the client or to an adverse party. Accordingly, the database is updated for every new matter undertaken by Weil. The accuracy of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.
- c. Weil compared the names of each of the Potential Parties in Interest to client matters in the Client Database for which professional time was recorded during the two years prior to the comparison. Any matches to names in the Client Database generated by the comparison were compiled, together with the names of the respective Weil personnel responsible for the identified client matters (the “Client Match List”).
- d. A Weil attorney then reviewed the Client Match List and deleted obvious name coincidences and individuals or entities that were adverse to Weil’s clients in both this matter and the matter referenced on the Client Match List.



- e. Using information in the Client Database concerning entities on the Client Match List and making general and, if applicable, specific inquiries of Weil personnel, Weil verified that it does not represent and has not represented any entity on the Client Match List in connection with this Chapter 11 Case.
- f. In addition, a general inquiry was sent by electronic mail to all Weil personnel (attorneys and staff) to determine whether any such individuals or any members of their households (i) own any debt or equity securities of the Debtor; (ii) hold a claim against or interest adverse to the Debtor; (iii) are or were officers, directors, or employees of the Debtor or any of the affiliates or subsidiaries; (iv) are related to or have any connections to Bankruptcy Judges in the District of New Jersey; or (v) are related to or have any connections to the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Weil compiled responses to the foregoing inquiries for the purpose of preparing this Certification. Responses to the inquiry described in paragraph 8(f) above reflect that, as of the Petition Date, no Weil personnel or member of the household of any Weil personnel holds any claims against, stock of, or other interests in the Debtor and that no such individuals held significant employment with the Debtor.

Either I, or an attorney working under my supervision, reviewed the connections between Weil and the clients identified on the Client Match List, and the connections between those entities and the Debtor. After such review, either I, or an attorney working under my supervision, determined, in each case, that Weil does not hold or represent an interest that is materially adverse to the Debtor or its estate with respect to the matters on which Weil is to be employed.

An entity is described as a “Current Client” if Weil has any open matters for such entity or a known affiliate of such entity and attorney time charges have been recorded on any such matters within the past two years. An entity is described as a “Former Client” if Weil represented such entity or a known affiliate of such entity within the past two years based on recorded attorney time charges on a matter, but all matters for such entity or any known affiliate of such entity have been formally closed. Because the Firm Disclosure Procedures only reflect client activity during the past two years, matches to client matters outside that timeframe are not reflected in this Certification.

Disclosures relating to all other categories on the Potential Parties in Interest, attached hereto as Schedule 2, are the product of implementing the Firm Disclosure Procedures (the “Disclosure Schedule”).

Weil currently represents certain of the Debtor's non-debtor affiliates. Weil also represents and represented other clients in matters unrelated to the Debtor's Chapter 11 Case involving certain of the Debtor's non-debtor affiliates, including the predecessor to the Debtor, Old JJCI. Weil also currently represents certain of the Debtor's significant co-defendants in matters unrelated to the Debtor's Chapter 11 Case as set forth in the Disclosure Schedule. In all instances, Weil has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which Weil is to be employed.

To the best of my knowledge and information, the annual fees for each of the last two years paid to Weil by any party on the Client Match List or its affiliates did not exceed 1% of the Firm's annual gross revenue.

In addition to the foregoing, through diligent inquiry, I have ascertained no connection, as such term is used in section 101(14)(C) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and Bankruptcy Rule 2014(a), between Weil and (i) the U.S. Trustee or any person employed in the office of the U.S. Trustee, (ii) any attorneys, accountants, or financial consultants in this Chapter 11 Case, or (iii) any investment bankers who represent or may represent the Debtor, claimants, or other parties in interest in this Chapter 11 Case, except as set forth herein and on the Disclosure Schedule. As part of its practice, Weil appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now, or may in the future, represent claimants and other parties in interest in this case. Weil has not represented, and will not represent, any such parties in relation to the Debtor or this Chapter 11 Case. Weil does not have any relationship with any such attorneys, accountants, financial consultants, or investment bankers that would be adverse to the Debtor or the Debtor's estate.

Weil also represents numerous entities in unrelated matters that may buy and/or sell distressed debt, claims, or equity interests of chapter 11 debtors. Similarly, as a large firm, Weil may represent creditors/investors of or parties interested in investing in one or more parties in interest in this case. Weil does not believe these relationships represent interests adverse to the estate.

A party in interest in this Chapter 11 Case is a member of an ad hoc committee represented by Weil in Nordic Aviation Capital DAC, a matter unrelated to this Chapter 11 Case. In such instance, Weil only represents the committee and does not represent the creditor in its individual capacity, and no attorney client relationship exists or existed between Weil and such party in interest unless specifically noted. Weil does not and will not represent this party with respect to the matters on which Weil is to be employed.

Additionally, subsequent to the commencement of the 2021 Chapter 11 Case, an associate at Weil, who began working as an attorney at the firm in October 2021, informed Weil that he had learned that a relative of the associate who does not reside with the associate, Jonathan S. Massey of Massey & Gail LLP, represented several plaintiffs' firms in the 2021 Chapter 11 Case. The associate had worked briefly on matters relating to J&J, Old JJCI, and the Debtor from approximately October 11, 2021 until October 25, 2021; however, upon disclosure of such connection and out of an abundance of caution, the associate was removed from the Weil team working on matters for J&J, Old JJCI, and the Debtor. Subsequently, the Official Committee of Talc Claimants appointed Massey & Gail LLP as one of its special counsel in the 2021 Chapter 11 Case with Jonathan S. Massey as the lead attorney at the firm responsible for the engagement. At the request of the U.S. Trustee, on December 9, 2021, Weil implemented an ethical wall to prevent information from passing from the attorneys that represent J&J, Old JJCI, and the Debtor in such matters to the associate. The associate has since left Weil.

Despite the efforts described above to identify and disclose connections with parties in interest in this case, because the Debtor is part of a large enterprise and has thousands of creditors and other relationships, and because Weil is an international firm with approximately 1,100 attorneys in sixteen offices around the world, Weil is unable to state with certainty that every client representation or other connection of Weil has been disclosed. In this regard, if Weil discovers additional information that requires disclosure, Weil will file supplemental disclosures with the Court.

In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 2 or another party in interest later identified in this case should arise, the Debtor will use the services of other conflicts counsel in connection with that matter.

9. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

☐ do not hold an adverse interest to the estate.

☐ do not represent an adverse interest to the estate.

☐ are disinterested under 11 U.S.C. § 101(14).

☒ do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

☐ Other. Explain: \_\_\_\_\_

10. If the professional is an auctioneer: N/A
11. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: N/A

I certify under penalty of perjury that the above information is true to the best of my knowledge.

Date: May 4, 2023

/s/ Ronit Berkovich  
Ronit J. Berkovich  
Weil, Gotshal & Manges LLP

**APPENDIX 1**

**Outside Counsel Guidelines**

# Outside Counsel Management and Billing Guidelines for North America & Global IP and Litigation Guidelines

*This document contains:*

- *Outside Counsel Management and Billing Guidelines applicable to outside counsel located in the U.S.;*
- *Global IP and Litigation Guidelines applicable to all outside counsel and;*
- *For all other work including EMEA, APAC, and LATAM, region-specific Guidelines apply.*

2020  
Revision

Johnson+Johnson

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## Reference Guide of Non-Billable Fees/Expenses

This reference guide highlights common non-reimbursable fees and expenses. Other categories not listed within may be deemed non-reimbursable at the discretion of the J&J attorney. Where conflicts arise between this condensed view and the US Outside Counsel Guidelines, the US Outside Counsel Guidelines become the controlling document.

Please note: in general, any fee/expense exceeding \$10,000 must be approved by the responsible J&J attorney. Outside counsel is required to provide line item descriptions for each expense reimbursement and to attach corresponding receipts for all expenses in excess of \$25. Finally, all billable travel expenses are to be itemized separately when invoicing J&J. For further definition and instructions regarding the below chart, please refer to the Invoice Compliance Guidance and Examples document shown on the following page.

<b><u>Non-Billable Fees</u></b>	<b><u>Non-Billable Expenses</u></b>
<ul style="list-style-type: none"> <li>Vague description (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Inadequate description of expenses. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Block billing</li> </ul>	<ul style="list-style-type: none"> <li>Any expense over \$25 for which no receipt is provided. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Administrative and/or clerical work (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Third-party expenses and costs associated with non-preferred vendors. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Deposition Transcript Summaries (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Costs associated with non-preferred vendors. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Unproductive travel time for lawyers or paralegals (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Data Hosting. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Inappropriate task assignments (e.g., work level staffing) (25% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Electronic legal research charges. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Excessive staffing on the file (duplicative and inefficient work), time spent reviewing/revising the work of another timekeeper, file review by multiple timekeepers. (adjusted at discretion of reviewer)</li> </ul>	<ul style="list-style-type: none"> <li>Costs associated with firm systems and technology. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Firm members “educating” or “getting up to speed” on a case. (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Overhead including office supplies, HVAC, IT support and internet fees, phone charges and faxes or special binding/collection of documents (e.g., velobinding). (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>“Training” or “apprenticeship” time. (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Library materials, periodicals or other subscriptions purchased by the firm. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Time spent on basic legal research. (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Photocopies, printing and scanning. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>In-Firm Conferences. (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Overtime (e.g., administrative, secretarial, clerical, paralegal). (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Multiple attendees at meetings (e.g., depositions). (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Meals and transportation related to overtime work. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Fees older than 120 days. (adjusted at discretion of reviewer)</li> </ul>	<ul style="list-style-type: none"> <li>Annual bar dues or other professional development expenses. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Attendance at seminars, CLE courses, and conferences. (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Extension fees or late fees paid to any patent office. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Time incurred for learning J&amp;J specific technology or process requirements. (100% adjustment)</li> </ul>	<ul style="list-style-type: none"> <li>Long distance travel not arranged through J&amp;J Travel Department. (100% adjustment)</li> </ul>
<ul style="list-style-type: none"> <li>Time spent complying with these practices and procedures, and any audit of bills and expenses. (100% adjustment)</li> </ul>	

## Invoice Compliance Guidance and Examples

J&J reviews outside counsel invoices for compliance with the US Outside Counsel Guidelines. This appendix provides additional guidance and examples of specific fees, expenses and time entries. Violations will be rejected due to non-compliance during invoice review.

### I. Fees



Non-Billable Fees	Additional Guidance/Example
<b>Block billing</b>	<p>Block billing is defined as a time entry that contains tasks falling under more than one <a href="#">UTBMS code</a>.</p> <ul style="list-style-type: none"> <li>Work within different task codes should be in separate entries so the hours for each task can be accounted for properly. <i>Example: Revise SJ and Company Worth MIL. (Should be 2 separate entries SJ = L210 and MIL = L400)</i></li> <li>Work within the same task code, but on separate assignments such as different witnesses or briefs should be in individual entries as well. <i>Example: Prepare experts John Smith and Lewis Chodosh for trial. (Should be 2 separate L400 entries)</i></li> <li>Describing multiple activities within one entry would not be considered a block entry as long as it was clear that it all related to the one task. <i>Example: Revise outline, review medical record chronology and key medical records in preparation for plaintiff Mary Smith's deposition.</i></li> </ul>
<b>Vague description</b>	<p>Time entries should contain a <b><u>substantive description</u></b> along with the <b><u>purpose of the work</u></b> involved and its relevance to the J&amp;J matter.</p> <ul style="list-style-type: none"> <li>Include witness <i>names</i>, rather than "plaintiff" or "expert."</li> <li>Include the <i>titles</i> of briefs or documents rather than "pre-trial" or "discovery." Partial names are fine as long as it is enough to be distinguishable.</li> <li>Be mindful of the verb being used to describe the service. Rather than using words like "work, attention to and attend to" use words that provide more clarity like "research, draft, edit and write" to more precisely describe what is actually being done.</li> </ul>
<b>Administrative/Clerical work</b>	<p>J&amp;J understands that outside counsel paralegals play a major role in the handling of its matters. However, payment for paralegal time is limited to those activities requiring their legal/matter expertise and does not extend to administrative or clerical tasks. Administrative tasks include but are not limited to:</p> <ul style="list-style-type: none"> <li>Any task that can be completed without legal expertise or does not require legal knowledge of the matter.</li> <li>Document indexing or filing, downloading, printing, posting, scanning, uploading, saving, organizing.</li> <li>File creation, organization, and maintenance.</li> <li>Distribution of documents</li> <li>Other routine administrative tasks incidental to an engagement.</li> </ul>

Non-Billable Fees	Additional Guidance/Example
<b>Unproductive travel time</b>	J&J will pay <b>only for</b> time spent working on J&J matters during travel with customary itemization of the actual work performed. Work performed while traveling should be described in detail without mention of the travel itself and billed using the correct <a href="#">UTBMS codes</a> . J&J will not pay for non-working travel time, defined as time spent traveling where J&J work is not able to be done.
<b>Inappropriate task assignments (e.g., work level staffing)</b>	J&J encourages the efficient staffing of its matters. Tasks should be assigned to the minimum level timekeeper required. (Please note that “Of Counsel” are included in the Partner group.) Examples of <i>inappropriate</i> task assignments that may be reduced include: <ul style="list-style-type: none"> <li>• Partners completing research assignments.</li> <li>• Partners completing the bulk of drafting.</li> <li>• Attorney’s completing cite checking.</li> <li>• Attorney’s completing medical record summaries.</li> <li>• Attorney’s mining medical records.</li> </ul>
<b>Inefficient staffing on the file: duplicative and inefficient work, time spent reviewing/revising the work of another timekeeper, file review by multiple timekeepers.</b>	We expect firms to work with the J&J responsible attorney to determine appropriate staffing levels and to manage matters in an efficient manner. J&J will not pay for duplicative work, including time spent reviewing or revising the work of other timekeepers or for the review of the same file by multiple timekeepers. The responsible attorney should be contacted with any concerns.
<b>Firm members “educating” or “getting up to speed” on a case.</b>	J&J will not pay for staff members to learn substantive areas of law or to ramp up/familiarize themselves if they are replacing another staff member.
<b>“Training” or “apprenticeship” time.</b>	Team members must have the appropriate level of experience and expertise. J&J will not pay for staff members to learn substantive areas of law or otherwise train on a matter.
<b>Time spent on basic legal research.</b>	Team members must have the appropriate level of experience and expertise. J&J does not pay for staff members to learn substantive areas of law or to conduct general or background legal research.  Any proposed major legal research projects (over four hours) must be discussed with and approved by the responsible J&J attorney before commencing the work and results of which discussed before opinions are drafted.  Copies of all research memoranda (without additional “polishing” unless specifically requested) shall be forwarded to the responsible J&J attorney after the research is completed.
<b>In-Firm Conferences.</b>	Regular trial team meetings should be discussed with the J&J attorney and are generally considered compensable. J&J will not reimburse for excessive meeting attendance where attendance does not serve an explicit value added purpose within the time entry.

Non-Billable Fees	Additional Guidance/Example
<b>Multiple attendees at meetings (e.g., depositions).</b>	J&J expects that only core team members attend meetings. Only one attorney is permitted to bill for time spent at a deposition. If a second attorney is needed at a deposition, please contact the responsible J&J attorney.
<b>Deposition Transcript Summary</b>	J&J does not pay for the preparation of deposition transcript summaries. Outside counsel should pursue a reasonable number of depositions for standard litigation matters and include the deponent's name in deposition related time entries.
<b>Fees older than 120 days.</b>	J&J encourages the prompt submission of invoices. Fees submitted after more than 120 will be flagged for the responsible attorney and are subject to adjustment or rejection.
<b>Complying with J&amp;J Practices</b>	J&J will not pay for time spent preparing invoices, discussing or resolving billing inquiries or disputes, utilizing the electronic invoice system, forecasting and budgeting tasks.
<b>Attendance at seminars, CLE courses, and conferences.</b>	Professional development time is not billable to J&J.
<b>Time incurred for learning J&amp;J specific technology or process requirements.</b>	J&J will not pay for time spent learning J&J specific technology such as: Ascent, Relativity, matter management systems, ebilling, technology demos, etc.

## II. Expenses

Non-Billable Expenses	Additional Guidance/Example
<b>Any expense for which no receipt is provided.</b>	Expenses over \$25 without an accompanying receipt will be rejected. Documentation should be uploaded to Ascent with the invoice.
<b>Inadequate description of expenses.</b>	Expenses lacking sufficient explanation of their applicability to the J&J matter may be reduced. Expenses will be rejected during invoice review and sent back to counsel for further detail or documentation.
<b>Third-party expenses</b>	J&J will not reimburse your firm for any third party retained by your firm not approved in advance. J&J expects outside counsel to directly pay all third-party expenses. The only instances where outside counsel should not directly pay for 3rd party expenses are: (1) An expense item is more than \$10K; (2) a preferred vendor is used; (3) local counsel is used; or (4) certified women owned and/or minority vendors are used.
<b>Costs associated with non-preferred vendors (for the categories listed in the non-billable fees/expenses chart)</b>	J&J will not pay for any costs associated with non-preferred vendors. If you need an exception, then please contact Procurement.
<b>eDiscovery Vendors</b>	J&J requires the use of J&J preferred legal eDiscovery vendors. Please refer to <a href="#">Appendix A</a> .
<b>Data Hosting (eDiscovery)</b>	Outside counsel costs related to legal discovery services such as database hosting and maintenance will not be reimbursed by J&J unless preapproved by the responsible J&J attorney and the responsible J&J eDiscovery team member.
<b>Electronic legal research charges.</b>	J&J expects that legal research will be considered as a routine cost of business for our firms and therefore will not be included in invoices as disbursements or pass-through items. J&J does not pay for online electronic legal research or database costs, such as Westlaw and LexisNexis. The only exception is that J&J will reimburse for PACER.
<b>Systems and Technology</b>	J&J encourages the use of shared portals, case management systems and other technology-related tools to enhance the quality of work provided to J&J. However, J&J considers those costs to be overhead for the firm and does not pay for fees and expenses related to the maintenance or upkeep of the outside counsel firm's systems and technology.
<b>Patent extension fees or late fees.</b>	J&J will not reimburse for extension fees or late fees paid to any patent office, unless counsel sought and obtained the consent of the responsible J&J Attorney to seek an extension of time well in advance of the original due date.

Non-Billable Expenses	Additional Guidance/Example
<b>Outside counsel overhead</b>	It is J&J's expectation that hourly rates should include all overhead charges, none of which should be included in disbursements. Overhead including office supplies, HVAC, IT support and internet fees, conference calls, phone charges, special binding/collection of documents (e.g., velobinding) and faxes is not billable to J&J.
<b>Library materials, periodicals or other subscriptions purchased by the firm.</b>	These types of services are considered part of the standard cost of doing business. If there are matter specific resources are required, there must be a documented preapproval by the J&J attorney for reimbursement that is uploaded to Ascent with the expense documentation.
<b>Long distance travel not arranged through J&amp;J Travel Department</b>	<p>J&amp;J requires firms to adhere to the travel policies set forth within the J&amp;J travel policy guide. Air travel and hotel accommodations relating to J&amp;J matters should be reserved by calling 1-669-272-1386.</p> <p>Alternatives to travel, such as conference calls or video conferences are strongly encouraged and should be used by outside counsel whenever practicable.</p> <p>Please adhere to the following business meals limits:</p> <ul style="list-style-type: none"> <li>• Breakfast ≤ \$25.00/meal</li> <li>• Lunch ≤ \$35.00/meal</li> <li>• Dinner ≤ \$65.00/meal</li> <li>• Snack &lt; \$15.00/meal</li> </ul> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">               Global Travel              Meetings and Exper         </div> <div style="text-align: center;">               JJ Hotel Rate              Caps.pdf         </div> </div>
<b>Photocopies, printing and scanning.</b>	J&J will not reimburse for routine copy, printing and scanning expenses. A preferred copy vendor (please refer to <a href="#">Appendix A</a> ) is to be used for outside copies, which is the only exception.
<b>Overtime (e.g., administrative, secretarial, clerical, paralegal).</b>	Any items of overhead expenses (e.g. staff overtime, meals, local transportation, conference rooms, calendaring, rental fees, etc.) are non-billable.
<b>Meals and transportation related to overtime work.</b>	As per above, any items of overhead expenses are non-billable including meals and transportation.

## I. INTRODUCTION

The J&J Outside Counsel Management and Billing Guidelines (“Guidelines”) are applicable to any legal matter handled for the Johnson & Johnson Family of Companies including, but not limited to, any and all domestic and international subsidiaries (“J&J” or the “Company”) by outside counsel (“you,” “law firm,” “firm”) located in the U.S and include Global IP and Litigation Guidelines applicable to all outside counsel. For all other work including EMEA, APAC, and LATAM, region-specific Guidelines apply.

The Guidelines describe the policies and procedures to be followed by outside counsel to ensure timely and cost-effective resolution of matters. Unless otherwise modified by J&J, the Guidelines represent the terms of your engagement by the J&J Law Department on J&J matters. Acceptance of an assignment from J&J constitutes agreement to abide by the Guidelines.

Litigation, patent-specific and trademark-specific guidelines can be found in [Section V](#), [Section VI](#) and [Section VII](#), respectively, and have been included to provide supplemental guidance to standard J&J policies.

## II. Nature of Relationship

### A. Relationship between Inside and Outside Counsel

A J&J attorney will be responsible for the management of each matter even though outside counsel may also be retained to assist in representing of the Company. Unless you have been notified otherwise, the J&J attorney who retained you to work on the matter is the “responsible J&J attorney” for the work requested of you.

Pursuant to Company policy, all legal work must originate with and through the Law Department. Outside counsel should inform the responsible J&J attorney if anyone from the business contacts you directly. If you receive instructions to perform work from anyone other than the responsible J&J attorney, you should inform the responsible J&J attorney of the request before beginning such work.

- The same lawyer or lawyers should handle the matter from beginning to end and use the most appropriate individual for assignments and provide the most cost effective method of staffing.
- Strategic and tactical decisions about the conduct of the matter are to be made only after consultation with the responsible J&J attorney and/or paralegal. Unless the responsible J&J attorney and/or paralegal directs otherwise, an in-house J&J attorney and/or paralegal should be present whenever outside counsel meets with J&J employees, contractors or agents. All work product must be submitted to the responsible J&J attorney and/or paralegal with reasonable time to review and approve, except as otherwise directed by the responsible J&J attorney and/or paralegal.
- J&J prefers that each law firm designate a billing coordinator to serve as the primary point of contact for J&J when issues arise.

### B. Conflicts

J&J is a holding Company with more than 250 operating companies conducting business in virtually all countries of the world. You can locate the names of all J&J companies by going to: <https://johnsonandjohnson.gcs-web.com/financial-information/sec-filings> and reviewing the most recent exhibit of significant subsidiaries. Prior to accepting your engagement, outside counsel should carefully review for any actual and/or potential

conflict(s) and bring them to the attention of the responsible J&J attorney. Likewise, any conflicts that arise during the course of the engagement should be promptly disclosed to the responsible J&J attorney. All such conflicts must be resolved to the satisfaction of J&J. Violations of the conflicts section may result in termination of your services.

Any requests for conflict waivers must be in writing. J&J will not provide blanket or prospective waivers. Rather, conflicts will be addressed on a case-by-case basis and must be waived by the Head of the Practice Group. When considering a waiver request the below process is to be followed.

- Any waiver goes to the group leader for approval;
- Effort should be made to get input from the J&J lawyer for whom there is potential adversity and to determine the extent of any litigation with the adverse party;
- If more than one litigation group is involved, relevant practice group leaders should be consulted;
- Group leaders may approve waivers; however, if group leaders (i) have any doubt about whether a waiver request should be granted or (ii) a waiver request is out of the ordinary or complex because it involves competitors, non-transactional matters, raises positional conflicts, etc., WWVP of litigation must approve. Approval should be documented in an e-mail.
- All waivers must be in writing and minimally contain (i) an agreement not to litigate against J&J on the matter being waived and (ii) an ethical wall; and
- All waivers stored electronically in one place.

Unless the consent of the Head of the Practice Group has been obtained, it would be inappropriate for outside counsel to:

- Represent any third party (especially a competitor of any J&J Company) or its associates in a claim against, or matter adverse to, a different J&J Company, however unrelated it may seem.
- Simultaneously represent J&J or any J&J operating Company in a matter adverse to a Non-J&J third-party entity and accept an assignment from that third-party entity or an affiliate.
- Serve any role during which any other client or relative of the firm's members may benefit in the course of the representation of J&J, which could introduce conflicts of interest.
- Take on positions before administrative and regulatory agencies and bodies as well as administrative and regulatory issues before other tribunals that, to the firm's knowledge, may be adverse, harmful, or otherwise prejudicial to the interests of J&J or another J&J matter.
- Perform "personal" legal services for individual members of our management, either without cost or at a fee below the usual and customary fee, as this could be deemed a "gratuity," which may be prohibited by J&J's code of conduct.

### **C. Attorney-Client Privilege**

Outside counsel must meet the highest level of professional conduct and comply with all applicable ethical requirements. Your firm must also hold all information, documentation and communication relating to J&J matters in the strictest confidence. The responsible



J&J attorney must approve any public disclosure, whether written or oral, regarding any J&J matter.

#### **D. Diversity Policy and Focus**

As part of our commitment to Diversity & Inclusion, J&J expects all vendors to focus on the recruitment, retention, and development of underrepresented persons, including women, persons of color, LGBTQIA persons, persons with disabilities, first generation professionals and veterans. By working with diverse vendors, our goal is to increase opportunities for underrepresented persons within the legal profession. When selecting outside counsel, our primary objective is to engage the best counsel for a particular matter. In addition to expertise (and cost), J&J also will consider a firm's diversity profile. Outside counsel will be asked to provide data in relation to the firm's population, hours and fee spend of underrepresented timekeepers. On a reoccurring basis, these reports will be reviewed by the J&J responsible attorney to ensure the data meets our diverse expectations. Additionally, J&J will confer with outside counsel on a periodic basis to discuss the measures taken to meet and maintain such expectations.

#### **E. Media and Public Relations**

Outside counsel shall not make statements to the media without securing advance approval from the responsible J&J attorney. In urgent matters where the responsible J&J attorney is unreachable, then contact the leader of the applicable practice group at J&J.

J&J does not permit outside counsel to advertise or promote your relationship with J&J in your marketing efforts unless we specifically agree otherwise. If such consent is given, it will be limited to a listing solely of the affiliate for whom work was done and may not include any J&J or affiliate Company graphics.

J&J's logo and trademarks should not be used or copied without the advance consent of your primary J&J Legal Department attorney.

#### **F. Code of Business Conduct**

J&J's Law Department expects that outside counsel and outside counsel staff working on J&J matters adhere to J&J's "Code of Business Conduct" when providing services to J&J. J&J's Code of Business Conduct is available at: <https://www.jnj.com/code-of-business-conduct>.

#### **G. Termination**

In J&J's sole discretion, the responsible J&J attorney may terminate the engagement of outside counsel at any time, in accordance with any applicable laws of the relevant jurisdiction. Terminated outside counsel shall reasonably assist J&J in transferring the file to another law firm or to J&J in-house attorneys.

#### **H. Performance**

J&J may perform periodic reviews and performance evaluations of outside counsel firms based on their work performed on various matters.

### **III. MANAGEMENT OF LEGAL MATTERS: GUIDING PRINCIPLES**

#### **A. Matter Strategy and Assessment**

For all matters, outside counsel must work with the responsible J&J attorney to develop an overall strategy for conduct of the matter.

For additional information regarding the strategy and planning for a matter, refer to the [litigation](#), [patent-specific](#) and [trademark-specific guidelines](#).

## **B. Engagement and Commencement of Work**

As a matter of practice, J&J does not sign engagement letters; rather, acceptance of these Guidelines acknowledges outside counsel's engagement by J&J to perform work on J&J matters.

Work should only begin once a matter-level budget is submitted to and approved by J&J, unless otherwise approved by the responsible J&J attorney. All work performed on matters (including patent matters) prior to the approval of a matter-level budget may be subject to non-payment.

## **C. Matter Numbers**

Outside counsel should ensure that every work assignment has been assigned a unique J&J matter number. Each document is stamped with the J&J number; please reference the document sent to you. If a J&J matter number has not been provided to you, then contact the responsible J&J paralegal or attorney to obtain one.

Matter numbers will be provided for every work assignment for patent-related and trademark-related matters.

## **D. Communications and Matter Status Updates**

### **Communications: Electronic**

Any electronic communications with J&J will at all times comply with all security and/or confidentiality policies communicated to you from time to time. The policies may require use of encryption and other security technologies to safeguard communications. Not all communications are appropriate for email, voicemail, or other electronic means, and you must use your best judgment in deciding which forms of communication should be used depending on context.

### **Matter Status Updates**

Outside counsel should provide a simple, periodic status report via email or verbally, as directed, to the responsible J&J attorney and paralegal with respect to all outstanding J&J matters. These reports should outline the general activity on the file since the last report, refer to matters that remain outstanding, and provide a date the matters are expected to be completed. All matters should receive a report on at least a quarterly basis, including those matters that have not had significant developments.

## **E. Disposition of Documents**

Final versions of all substantive work product produced on the Company's behalf are the property of the Company and are to be submitted to the responsible J&J attorney (unless that attorney indicates otherwise).

Examples of work product include, but are not limited to, the following:

- internal research memoranda
- court filings
- executed definitive agreements
- due diligence reports
- government filings
- all correspondence with attachments sent to/received from:
  - J&J attorneys
  - government agencies
  - USPTO
  - foreign patent and trademark offices

Without limiting the foregoing, the copyright in all such created materials shall belong to J&J as works made for hire.

Following completion of a matter, outside counsel should gather final versions of all documents and discuss with the responsible J&J attorney the best process for transferring them to J&J or storing them on behalf of J&J. This may include transferring hard copies in addition to electronic (PDF and/or Microsoft Word) copies. Copies of documents kept in outside counsel's case files, storage or within an electronic document management system should not be destroyed or deleted without prior notice to the responsible J&J attorney.

#### **Patent-Related and Trademark-Related Work Product**

For patent-related and trademark-related work product, all material must be e-mailed to the attorney/paralegal directly and to J&J's Intellectual Property Information Management group in a timely manner as detailed in the patent-specific and trademark-specific sections of this document. Each document should be submitted as an attachment in Microsoft Word (.doc or .docx) or Adobe (PDF) format, and each document must be attached to the e-mail separately from the others. Do not send confirmation copies by U.S. Mail unless requested to do so by the responsible attorney. Further, please refrain from faxing documents unless they are of such urgency and e-mail is not available.

#### **F. Data Loss**

In the event of data loss of a laptop, thumb drive or mobile device on which J&J data is available or stored, the responsible J&J attorney should be immediately notified.

### **IV. Fees and Staffing**

#### **A. General**

Outside counsel will identify one lead attorney/compliance partner, who is ultimately responsible for making recommendations and being accountable to the responsible J&J attorney for a staffing plan, invoicing, and other decisions for each matter on which your firm is engaged.

#### **B. Timekeeper Approval**

Outside counsel firms utilizing Ascent, are required to add necessary timekeepers to the firm's profile in Ascent, before work is started. Although timekeepers will be approved by J&J at the firm level in Ascent, in no way does this approval indicate acceptance of the timekeeper at the matter level.

Please refer to [Section VIII Litigation and General \(Corporate/Regulatory\) Billing Guidelines](#) and [Section IX Intellectual Property Billing Guidelines](#) for further instructions.

### **Maximum and Minimum Hours**

J&J will scrutinize any line item or combination of line items that are more than 10 hours in a single day as well as non-partner level timekeepers who have billed less than 5 percent of total time billed by all timekeepers on the matter. Both instances require a detailed explanation in the billing narrative and should not be a routine occurrence.

There may be exceptions where outside counsel timekeepers may be required to work greater than 10 hours in a day: when in trial or when on a transaction requiring time intensive work. Billing narratives in both exceptions should provide a detailed explanation of the work performed.

### **C. Payment of Third Party Expenses**

J&J will not reimburse your firm for any third party retained by your firm not approved in advance. The responsible J&J Attorney must have an opportunity to approve all third parties, such as experts, local counsel, vendors and consultants that are engaged to work on a particular J&J matter by outside counsel.

J&J expects, within reason, up to outside counsel's ability to pay, outside counsel to directly pay all third party expenses. The only instances where outside counsel should not directly pay for 3<sup>rd</sup> party expenses are: (1) An expense item is more than \$10K; (2) a preferred vendor is used; (3) local counsel is used; or (4) certified women owned and/or minority vendors are used.

When requiring services from third party providers, outside counsel should consult J&J's Preferred Vendor list at [Appendix A](#).

Outside counsel is responsible for ensuring that all third party business partners have a copy of and comply with the Guidelines.

As a general rule, all outside vendor expenses must be submitted as a pass through expense item on the law firm invoice without any mark-up or multiplier. Outside counsel must submit all relevant supporting documentation for the third party invoice as an attachment when submitting the invoice.

## **V. LITIGATION-SPECIFIC GUIDELINES**

It is expected that outside counsel be quickly engaged on a litigation matter to prepare a strategy so that J&J can experience a host of benefits, including, but not limited to:

- Identifying problem cases early when options for resolution are greatest.
- Providing feedback to the J&J operating Company regarding any lessons learned from the filing of the case or the initial strategy review.
- Creating an opportunity to collect pertinent facts and interview key witnesses before memories fade or employees are unavailable.
- Saving the Company time and money.

## **A. Strategy**

J&J expects outside counsel to be proactive in providing the J&J responsible attorney with their assessment of the matter from the onset. Frequent communication is expected to minimize elements of surprise on J&J litigation matters.

## **B. Budgeting and Planning**

J&J requires that for all litigation matters, a current year and a next year budget be provided to J&J within 30 days of engagement. Budgets will be reviewed, compared against benchmarks, and evaluated for their alignment with J&J's strategic objectives. Budgets that are not aligned with J&J's objectives will be set aside for further discussion.

### **Manual Budget Updates**

Budget information can either be submitted on the Standard Budget Form or via a Budget Summary Spreadsheet, both found in [Appendix C](#), for those firms that manage a significant number of matters for J&J. Completed budget information may be submitted to [RA-JJCUS-LitBud@its.jnj.com](mailto:RA-JJCUS-LitBud@its.jnj.com). After 60 days of engagement, invoices from the law firm will be rejected for matters that are missing current year and/or next year budget information. Invoices will also be rejected if the matter is over budget.

For cases projecting \$200K or more in current year spending, we request additional budget information detailing the timekeepers and third-party expenditures (including all discovery providers) in sections B and C of the Standard Budget Form in [Appendix C](#).

It is the lead firm's responsibility to include and update the case budget estimates of third-party costs.

At any point, if there is any change to any of the budgets, outside counsel should notify the responsible J&J attorney and [RA-JJCUS-LitBud@its.jnj.com](mailto:RA-JJCUS-LitBud@its.jnj.com) as soon as possible.

### **Automated Budget Updates in Ascent**

On a quarterly basis, Johnson & Johnson will utilize ASCENT to electronically manage matter budgets using budget worksheets. For those law firms listed as primary counsel, an email from ASCENT will be generated to all system users for that firm. At such time, the firm will be required to go into the system and complete the budget worksheets assigned. If a current year budget estimate will be \$200K or more, a Standard Budget Form, found in [Appendix C](#), will need to be completed in its entirety and attached to the matter in the worksheet. Once submitted, Johnson & Johnson will review the information and approve/reject. If the worksheet is approved, the system will auto update the following business day. If a rejection occurs, the firm will be required to update the necessary information and resubmit. Automated budget process instructions can be found in [Appendix D](#).

### **Accruals**

J&J performs a world-wide accrual collection every quarter. We are required to record the cost of services rendered in the period in which they were incurred. Since payments for those services do not often coincide with the date the services are performed, an accrual is necessary. We will request this information on a quarterly basis. The accrual process is now automated through ASCENT. The accrual request is sent to the primary law firm assigned to specific matters. The primary law firm is responsible for providing estimates for all parties billing to the matter. Co-lead counsel matters require estimates for their

individual firm in addition to estimates for any other parties under their direction. Not all matters are included in the accrual request. J&J identifies those matters requiring accruals based on materiality, risk, activity and other metrics.

When calculating an accrual estimate, an evaluation should be performed on the work that has truly been rendered and not yet billed. For example, determining the fourth quarter accrual estimate by taking the full year budget estimate less year-to-date billings may not yield an accurate accrual estimate. An analysis of actual work to be performed should be done when calculating your accrual estimate.

Instructions on how to electronically provide your accruals via ASCENT when requested are located in [Appendix E](#).

### **C. Medicare Reporting Requirements**

J&J is required to report any settlement and judgment payments made on Product Liability, as well as specific types of Employment matters. More information about our reporting requirements is located in [Appendix G](#).

### **D. Matter Resolution Strategy**

J&J desires to settle, at the earliest possible time, those matters that it believes will eventually be settled. No settlement discussions or alternative dispute processes should be engaged in without the responsible J&J attorney's specific prior approval.

### **Alternative Dispute Resolution**

J&J mandates a cost/benefit approach to litigation/arbitration. J&J promotes the use of alternative dispute resolution (ADR) to minimize the expense and delays inherent in litigation. Outside counsel should consider and foster the use of private dispute resolution techniques such as mediation in their strategic plan. If outside counsel believes that ADR is not appropriate based on the circumstances of the matter, then outside counsel must include an analysis of the reasons why ADR would not be appropriate.

### **Settlement**

Out-of-court settlement strategies should also be addressed and outside counsel should continuously consider techniques and strategies to resolve disputes. Outside counsel should not engage in settlement discussions without the prior approval of the responsible J&J attorney.

### **E. Optimized UTBMS Code Set**

For all litigation, the UTBMS codes have been reduced to 11 Task Codes and no Activity Codes. The Expense Task Codes remain the same, except for the addition of Medical Literature expenses to E124 Other. Detailed instructions on the use of the selected UTBMS codes are provided in [Appendix B](#). Compliance with these codes is expected.

These rules do not apply to the eDiscovery ("L600") Codes. Any applicable eDiscovery work should use the correct L600 code.

## F. Discovery

### General

At the outset of a matter, outside counsel should work closely with the responsible J&J attorney/paralegal and Legal eDiscovery contact to review the document hold notice language and corresponding custodian(s) and non-custodial data source(s) for the particular matter, and to recommend modification and/or further initial diligence as necessary to effect adequate preservation.

J&J expects outside counsel to pursue an assertive defensive posture towards most discovery requests. Outside counsel should be familiar with applicable discovery/disclosure rules and case law; and should be prepared to consider particularized assertions relating to proportionality in managing both its offensive and defensive discovery recommendations to J&J. Review discovery requests prior to sending them to J&J, and identify those items to which you recommend J&J object to and those which outside counsel recommend J&J answer to, along with your rationale. Outside counsel should be prepared to seek sanctions, protective orders and motions to compel to protect J&J employees, witnesses, documents, etc., during this process.

J&J has adopted a model ESI Protocol as well as a Protective Order. Please make sure to consult with the responsible J&J eDiscovery team member at the onset of a matter to ensure that the appropriate J&J protocols are utilized.

### Costs

Because document discovery costs comprise a substantial portion of litigation budgets, J&J requires that you partner with the responsible J&J attorney, the responsible J&J eDiscovery team member and the Legal Procurement Group in connection with any document discovery project to aid in the strategic retention of high quality/cost competitive vendors in this area.

*Scope:* Services encompassing but not limited to the following processes fall within the scope of discovery services:

- physical and electronic document collection
- imaging and coding documents
- processing of data
- hosting of data
- document review services
- document production services (including documents produced to J&J)

*Planning & Budgeting:* Based on the needs of the matter, outside counsel should develop an estimated budget for third party services described above with the J&J internal case team (responsible J&J attorney and the responsible J&J eDiscovery team member). In some matters, outside counsel may be asked to prepare and monitor budget to actuals on a periodic basis.

### Preferred Vendors

J&J has developed a preferred vendor program for services, including eDiscovery services, listed in [Appendix A](#). Outside counsel may not engage a vendor without consultation of procurement and prior written consent from the responsible J&J attorney. If the supplier is an eDiscovery vendor, J&J's eDiscovery Team must be engaged.



## G. Adverse Events Reporting

When you have been retained on a matter, or if you are assigned as counsel for a mass tort, all legal cases that you get directly that allege personal injury from the product related to that matter as well as product quality complaint must be reported.

Please refer to [Appendix H](#) for the Adverse Event Reporting Instruction Sheet.

## VI. PATENT-SPECIFIC GUIDELINES

These patent-specific guidelines have been prepared to provide outside counsel with guidance and direction in certain areas while assisting J&J on patent-related matters.

In general, outside counsel's primary responsibility is to ensure that J&J does not lose rights in any of the inventions in your care. Therefore, in the absence of any instructions from the J&J attorney, you are authorized and expected to take any appropriate actions or pay any appropriate fees necessary to preserve these rights. J&J utilizes a database to track and maintain their patent matters. It is required that outside counsel immediately notify J&J regarding any change in patent status. All filing, publication and grant particulars should be sent immediately to the J&J attorney and to J&J's Intellectual Property Information Management team.

### A. Estimate

All proposed estimates must be submitted to the responsible J&J attorney for approval. These budgets are critical to the J&J Patent Law Department's ongoing requirements to report to management about the costs associated with each assignment and allow J&J operating companies to forecast their expenses. Estimates will be reviewed, compared against benchmarks, and evaluated for their alignment with J&J's strategic objectives. Estimates that are not aligned with J&J's objectives will be set aside for further discussion.

J&J expects to be charged no more than the lowest billable rate for the same volume of work available to any of the firm's clients. Rates should not be increased during the course of an assignment without discussion and agreement by the responsible J&J attorney. Hourly rates should include all overhead charges none of which should be included in disbursements.

J&J expects that all disbursements for which it is charged will be at the cost to the law firm. Without consultation with the responsible J&J attorney, no overhead charges should be allocated to those disbursements and J&J expects to be given the benefit on an appropriate basis of all discounts or rebates received by the firm. J&J believes that computer research should be considered an overhead expense. Because most firms pay flat rates for such research, if J&J is charged for such research, the rationale for those charges must be explained and agreed to by the responsible J&J attorney.

Extension fees or late fees paid to any patent office will not be reimbursed unless you sought and obtained the consent of the responsible J&J Attorney to seek an extension of time well in advance of the original due date.

For every case, life-of-case estimates must be prepared by outside counsel and submitted in e-mail format to the responsible J&J attorney for approval before the work begins. Failure to obtain such approval may result in denial of payment for such expenses.

For all matters, an estimate must be prepared at the outset of each assignment. Where appropriate, outside counsel's estimate should include:



- Type of work and description of work including relevant technology.
- The Patent Law Department's Matter Number/Case Reference Number and outside counsel's Reference Number.
- The total estimated cost and not-to-exceed amount, including fees, disbursements and other costs (including patent drawing estimated costs) expected to be incurred as a result of completing the assignment.
- Outside counsel's name and address.
- The names of all non-clerical persons who will be working on the assignment.
- The hourly billing rate for each attorney and associate and the AIPLA (American Intellectual Property Law Association) area survey rate.
- Estimated date of completion.

The estimate should not include foreign agent fees. J&J preferred foreign agents should bill J&J directly. At any point, if there is a change to any of the estimates, such as change in scope of work, increase cost or new completion date, outside counsel should notify the responsible J&J attorney before proceeding with the work. A revised work estimate should be submitted to the responsible J&J attorney for approval. The cost for any work exceeding the not-to-exceed amount will be disallowed unless approval for a revised not-to-exceed is given prior to the work being performed.

See above sections entitled ["Reference Guide of Non-Billable Fees/Expenses"](#) and ["Fees and Staffing"](#) for additional billing-related information.

## **B. Matter Numbers**

For all work that is not directly related to preparation and prosecution of Patent Applications, after the work is approved, a Matter Number/Case Reference Number will be issued to outside counsel at the value of the not-to-exceed amount. Invoices that are submitted that exceed the budgeted amount will be rejected. Prior to filing any patent application, including continuations, divisionals and continuation-in-part applications, a Matter Number/Case Reference Number must be provided to you by the J&J attorney or paralegal.

## **C. Communications**

All communications between you and anyone in J&J, in relation to patent matters, shall be by e-mail. The responsible J&J attorney shall be copied on such e-mail as well as J&J's Intellectual Property Information Management Team, whose address is stated below.

Communication by Regular, Express, or other types of Courier mail should be discontinued unless a formal document must be executed and such formal document cannot be scanned, e-mailed, and printed.

Communication by Fax should cease unless a matter of such urgency arises and e-mail is not available.

Please refer to the attached Electronic Communication Guidelines document for details regarding patent electronic communications.



JNJ - Electronic  
Communication Gui

### **U.S. Applications**

All documents prepared by you in regard to U.S. patent applications shall be sent in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney at such attorney's J&J e-mail address. A copy shall also be e-mailed to J&J's Intellectual Property Information Management Team's US Mailbox at [ijnuspatent@corus.jnj.com](mailto:ijnuspatent@corus.jnj.com).

See attached [JNJ – Electronic Communication Guidelines](#) document for specific instructions regarding electronic communications.

### **Non-U.S. Applications**

All documents prepared by you in regard to non-U.S. patent applications shall be sent in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney at such attorney's J&J e-mail address. A copy shall also be e-mailed to J&J's Intellectual Property Information Management Team's International Mailbox at [ijnintlpatent@corus.jnj.com](mailto:ijnintlpatent@corus.jnj.com).

See attached [JNJ – Electronic Communication Guidelines](#) document for specific instructions regarding electronic communications.

## **D. Document Information and Power of Attorney**

Keep in mind that, while your main contact will be with the J&J Patent Law Department, the work assignment will, in most instances, be performed on behalf of a subsidiary Company in the J&J Family of Companies. These companies are incorporated in different states, and any formal documents you prepare for filing must identify the correct name and address of the legal entity. Before filing any document, ask the responsible J&J attorney to supply the information. In addition to yourself and members of your firm, any Power of Attorney you may prepare should also include preferably a shared outside counsel/J&J Customer Number for the USPTO and/or designate the responsible J&J attorneys as well as the following group leaders: Ellen Ciambone Coletti, Paul Coletti, Kiera Mathey, Myra McCormack, Jeremy McKown, Joseph Shirtz, Brian Tomko and Todd Volyn. Finally, should any document you prepare require the signature of a person within J&J, you must ensure that such person clearly understands and complies with all statutory obligations pertinent to that document.

When utilizing an outside counsel/J&J shared USPTO Customer Number, please associate the following attorneys in addition to the J&J attorney you are working with: Ellen Ciambone Coletti, Paul Coletti, Kiera Mathey, Myra McCormack, Jeremy McKown, Joseph Shirtz, Brian Tomko and Todd Volyn. Outside Counsel must continue to send all emails with USPTO correspondence to the [ijnuspatent@corus.jnj.com](mailto:ijnuspatent@corus.jnj.com) mailbox as outlined in [Paragraph C](#) above.

## **E. Preparation and Filing of U.S. Applications**

If you are engaged to prepare and/or file a patent application, you should work directly with the primary inventor, or any other specified designee, with the responsible J&J attorney, to ensure that the applications you prepare and file adequately protect J&J's interest in the subject inventions. Where possible, you should provide the responsible J&J attorney with ample time to review and comment on draft applications in advance of the proposed filing date. Once a final draft, suitable for filing either by outside counsel or J&J, has been prepared, e-mail all documents in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney and J&J's Intellectual Property Information

Management Team at [ijnuspatent@corus.inj.com](mailto:ijnuspatent@corus.inj.com). Prior to filing any patent application, including continuations, divisionals and continuation-in-part applications, a Matter Number/Case Reference Number must be provided to you by the J&J attorney or paralegal. If you are responsible for filing the application, you should also provide the responsible J&J attorney with the original Filing Receipt as soon as you receive it from the USPTO.

Your detailed description of the invention should be concise and, if you have been instructed to prepare drawings, the drawings should be limited to those drawings that are absolutely necessary to illustrate the claimed invention. Further, we have found that we can generally do a good job of protecting an invention using twenty or fewer claims.

In preparing patent applications for J&J, use your discretion in deciding which embodiments of the invention to include in the application. You must, of course, comply with all of the requirements of any applicable law, statute or regulation. In particular, you must ensure that your application fully complies with all of the requirements of 35 USC 112 and 35 USC 113. However, it is unnecessary and undesirably costly from our perspective to include every possible embodiment of the invention. You should work with the responsible J&J attorney to determine which embodiments to claim in addition to the "best mode."

If you are responsible for filing an application, it is your responsibility to ensure that all relevant prior art is cited to the USPTO, including any prior art cited in any foreign counterpart applications. If you are unaware of the art known by the responsible J&J attorney or of the art cited in related applications, please ask. While the IDS and Form 1449 should be filed with the application, absent compelling circumstances, you must file the IDS and 1449 as soon as possible.

## **F. Prosecution of U.S. Applications**

If you are engaged to prepare and file documents pursuant to the prosecution of a patent application, such documents should be prepared in a timely manner. If the documents are to be filed by the responsible J&J attorney, they should be prepared allowing sufficient time for a review prior to the filing deadline. If you are to file the documents, they should be prepared allowing sufficient time for a review and a return to you for corrections prior to the filing deadline. Whenever you receive communications and official documents from the USPTO, you should promptly email copies to the responsible J&J attorney and to J&J's Intellectual Property Information Management Team at [ijnuspatent@corus.inj.com](mailto:ijnuspatent@corus.inj.com).

Once a final draft, suitable for filing either by outside counsel or J&J, has been prepared, you should e-mail a copy of all documents in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney and to J&J's Intellectual Property Information Management Team. If you were responsible for filing the documents, you should e-mail a copy of all documents as submitted to the Patent Office including the e-filing acknowledgment or receipt in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney and to J&J's Intellectual Property Information Management Team at [ijnuspatent@corus.inj.com](mailto:ijnuspatent@corus.inj.com).

In connection with developing strategies for responding to outstanding Office Actions and other matters, you should continue to receive input from the primary inventor, or other specified designee, and from the responsible J&J attorney. If personnel changes occur and you are uncertain whom you should contact for input, call the responsible J&J attorney. In order to solicit suggestions from J&J for revising any proposed response, you should provide the responsible J&J attorney with drafts of the proposed response well before the due date. You may include a deadline for receiving a response from the

responsible J&J attorney. If you do not hear from the responsible J&J attorney by your deadline date, you may assume that the proposed response is acceptable for filing.

If you are responsible for filing a Response to an Office Action, it is your responsibility to ensure that all relevant prior art is cited to the USPTO, including any prior art cited in any foreign counterpart applications. If you are unaware of the art known by the responsible J&J attorney or of the art cited in related applications, please ask. While the IDS and 1449 should be filed with the application, absent compelling circumstances, you must file the IDS and 1449 as soon as possible.

## **G. Maintenance of Issued U.S. Patents**

In connection with issued U.S. patents, you will not need to docket these for the payment of maintenance fees as this responsibility will be assumed by J&J. Outside counsel should promptly notify the responsible J&J attorney and J&J's Intellectual Property Information Management Team at [ijnuspatent@corus.jnj.com](mailto:ijnuspatent@corus.jnj.com) as soon as you receive a Notice of Allowance from the USPTO. In addition to providing a copy of the Notice of Allowance, you must forward the original Issue Fee Payment Form as soon as you receive it from the USPTO. Further, upon receipt of a Notice of Allowance, provide a clean copy of the allowed claims in Microsoft Word (.doc or .docx) or Adobe (PDF) format. When prosecution is completed, the J&J Attorney will request that you file an appropriate Change of Address form with the USPTO so that future maintenance fee reminders can be directed to J&J. In the event that you receive a Maintenance Fee Reminder from the USPTO, you should immediately email it to the J&J attorney and to J&J's Intellectual Property Information Management Team at [ijnuspatent@corus.jnj.com](mailto:ijnuspatent@corus.jnj.com).

## **H. Preparation and Filing of Foreign Applications**

If you have been engaged to file or prosecute a non-US application, use the full J&J Matter Number/Case Reference Number in any correspondence with foreign agents who are responsible for prosecuting these applications. In addition, you should ensure that the foreign agents are aware of the appropriate assignee and that they use the full J&J Matter Number/Case Reference Number on all correspondence.

If the application is to be foreign filed, you should work with the responsible J&J attorney to identify 10 claims to be filed and prosecuted. Absent express instructions from the responsible J&J attorney, no foreign application is to be filed with more than 10 claims. It is J&J standard procedure that our in-house foreign filing paralegals will handle sending all foreign filing instructions to our preferred foreign agents. The responsible J&J attorney will discuss any alternate foreign filing arrangement in the event such an unusual situation arises.

Once a foreign counterpart application has been filed, e-mail the documents to the responsible J&J attorney and to J&J's Intellectual Property Information Management Team's international e-mail address at [ijnintlpatent@corus.jnj.com](mailto:ijnintlpatent@corus.jnj.com). The e-mail should include a copy of the specification, claims and drawings of the application as it was filed, in Microsoft Word (.doc or .docx) or Adobe (PDF) format, along with copies of all transmittal and formal documents associated with the application. Each document must be attached separately from the others. In order to ensure that our files are accurate and complete, instruct the foreign agents that they should forward all communications by e-mail according to the instructions in [section VI, Paragraph C](#). You should also provide the responsible J&J attorney and J&J's Intellectual Property Information Management Team

with the filing date, application number and a copy of the Filing Receipt as soon as you receive it from the Patent Office.

## **I. Prosecution of Foreign Applications**

If you are engaged to help prepare and/or file a response during prosecution of a non-U.S. application, prepare and file all correspondence with foreign agents to secure timely international protection of the subject invention. Outside counsel should promptly e-mail a copy of all correspondence sent to or received from any foreign patent office or agent in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney and to J&J's Intellectual Property Information Management Team's international e-mail address [ijnintlpatent@corus.jnj.com](mailto:ijnintlpatent@corus.jnj.com).

In connection with responding to outstanding Office Actions and other matters, it is our expectation that, absent compelling circumstances, the claims of any foreign application will closely track the claims of the corresponding U.S. application or patent (allowing for variations in form resulting from local law). Accordingly, unless you hear otherwise from the responsible J&J attorney, you are authorized to amend the foreign claims to conform to the U.S. claims. Furthermore, you should utilize the arguments presented during the U.S. prosecution to overcome cited prior art in the corresponding foreign prosecution to the maximum extent possible in order to use consistent arguments. In order to solicit input from J&J personnel and provide you with any suggestions for revising any proposed response, you should provide the responsible J&J attorney with drafts of the proposed responses well before the due date. You may include a deadline for receiving a response from the responsible J&J attorney. If you do not hear from the responsible J&J attorney by your deadline date, you may assume that the proposed response is acceptable for filing.

Once a document for a foreign counterpart application has been filed, email a copy in Microsoft Word (.doc or .docx) or Adobe (PDF) format to the responsible J&J attorney and to J&J's Intellectual Property Information Management Team's international e-mail address [ijnintlpatent@corus.jnj.com](mailto:ijnintlpatent@corus.jnj.com). In order to ensure that our files are accurate and complete, instruct the foreign agents you use that they should forward all communications by e-mail according to the instructions in [Section VI, Paragraph C](#).

## **J. Maintenance of Foreign Patents and Foreign Patent Applications**

In connection with foreign patent applications, J&J typically handles all post-grant patent annuities/maintenance fees. However, you will be responsible for the payment of any applicable maintenance fees or accumulated annuities until you are specifically informed or receive confirmation from the responsible J&J attorney or paralegal that J&J has assumed responsibility for payment of such fees. As soon as you or your foreign agents receive notice that any foreign maintenance fees are due, contact the responsible J&J attorney and arrange for the transfer of responsibility for such payments. Regardless whether J&J has assumed responsibility for payment of maintenance fees, the foreign agents must promptly forward copies of all maintenance fee reminders directly to the responsible J&J attorney and to the J&J Intellectual Property Information Management Team's international email address [ijnintlpatent@corus.jnj.com](mailto:ijnintlpatent@corus.jnj.com).

## **K. Translation Services, Sequence Listings, File Histories, Searches and Drawings**

J&J has established contract rates with diverse vendors based on volume discount pricing. You are required to utilize these vendors when they can fulfill your requirements. When

requesting translation services, sequence listings, file histories, searches or drawings, you must indicate that the services are for a J&J matter.

For a full list of preferred vendors for translation services, sequence listings, file histories, searches and drawings, refer to [Appendix A](#).

## VII. TRADEMARK-SPECIFIC GUIDELINES

These trademark-specific guidelines have been prepared to provide outside counsel with guidance and direction in certain areas while assisting J&J on trademark-related matters.

In general, outside counsel's primary responsibility is to ensure that J&J does not lose rights in any of the trademarks in your care. Therefore, in the absence of any instructions from the J&J attorney or J&J paralegal, you are authorized and expected to take any appropriate actions or pay any appropriate fees necessary to preserve these rights. J&J utilizes a database to track and maintain their trademark matters. It is required that outside counsel immediately notify J&J regarding any change in trademark status. All filing, publication, registration and renewal particulars should be sent immediately to the J&J attorney or J&J paralegal and to J&J's Intellectual Property Information Management team.

The details related to trademark-specific procedures and policies are outlined in the attached OUTSIDE TRADEMARK COUNSEL GUIDELINES document.



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Outside Trademark (

## VIII. LITIGATION AND GENERAL (CORPORATE/REGULATORY) BILLING GUIDELINES

### A. Electronic Billing

J&J currently uses Ascent e-billing tool to collect and manage electronic invoices. It is expected that all outside counsel use Ascent to submit invoices, unless otherwise approved by J&J.

If your firm is not currently registered on Ascent, please contact Melissa Sykes ([msykes2@its.jnj.com](mailto:msykes2@its.jnj.com)) for more information regarding the setup and process requirements for submission of invoices.

All electronic invoices must be coded using the correct [UTBMS task codes](#) and expense codes. Activity codes need not be used.

An unapproved timekeeper or a timekeeper with an effective date that falls after the date of the invoice would receive a rejection. The rejection related directly to the timekeeper would be "Unknown timekeeper" and/or "Timekeepers rates" not within tolerance. Where the system will read the timekeeper rate as 0 instead of the unit rate given.

### B. Fee and Rate Agreements

#### General



J&J prefers that outside counsel exercise alternative fee arrangements (AFAs) but conducts business with outside counsel on an hourly rate plus expenses basis, if necessary. All AFAs must be agreed to in writing with the approval of the J&J Legal Procurement team.

For hourly-based engagements, J&J pays for legal services based on the approved J&J rate for the individuals performing the services, which has most recently been communicated to and accepted by J&J. J&J expects to be charged no more than the lowest billable rate for the similar volume of work available to any of the law firm's clients. Hourly rates should include all overhead charges, none of which should be separately on invoices.

J&J may approach outside counsel at any point to renegotiate rates and provide outside counsel with the opportunity to competitively bid on J&J work through alternative fee arrangements or competitive hourly-based fees. It is encouraged that outside counsel be proactive and approach J&J if there is potential opportunity for making their cost structure more competitive.

### **Rate Increase Requests**

J&J requires that outside counsel timekeeper rates for the year 2021 be submitted by January 30, 2021. Requests submitted after January 30<sup>th</sup> may not be considered. J&J expects defined hourly rates and/or other agreed upon billing terms to remain in effect for the agreed upon term. Rate change requests may be submitted, at maximum, no more than once in 12 months.

The effective date of rate increase requests may not be back-dated more than 30 days.

All rate change requests for the year must be submitted electronically using J&J's attached Rate Change Form, which can be found in [Appendix F](#).

Requests will be evaluated for reasonableness and either approved or set aside for further discussion with the Legal Procurement Group. Official confirmation of approved rates will come from Legal Procurement.

If, at any point, during the life of a matter, the agreed upon rates need to be modified, the Legal Procurement Group in consultation with the responsible J&J attorney and appropriate J&J associate general counsel may approve the new rates. If an invoice is submitted with rates that do not match the agreed upon rates, the invoice will be rejected and sent back to the outside counsel firm for correction and re-submission. In addition, rate changes instituted without the written approval of J&J will be deemed overbillings, and a refund will be requested.

Where a rate increase request has been submitted, law firms should NOT hold back invoices until the request is approved. Rather, they should continue to bill at old rates until approval is granted and at that point in time, a true-up can be made.

## **C. Submission of Invoices**

### **General**

Outside counsel is responsible for making sure they understand and adhere to the Guidelines set forth related to the submission of invoices. Adherence to the Guidelines is

not discretionary and each J&J responsible attorney as well as outside counsel is held to the strictest accountability in relation to these requirements.

In general, submission of invoices should adhere to the following overall requirements:

- Invoices should be submitted on a monthly basis promptly after month's end. Invoices submitted more than 120 days from the date the work was performed are subject to adjustment or rejection.

Note that an exception to this rule exists for: (a) patent-related matters, for which invoices should be submitted within 120 days of project closure or (b) if an invoice is less than \$500.00, the firm should wait until the next billing cycle, unless the invoice is a final bill.

- Each matter should be invoiced separately. Invoices containing multiple matters will be automatically rejected and requested to be resubmitted.
- The invoice itself should include a chronological listing of professional time billed, specifying the name of each lawyer and paralegal, the hourly rate, and the work performed by category by each such professional. All charges for services by attorneys and paralegals must be recorded daily based upon their actual time.

### **Paper Invoices**

Invoices must reference the J&J matter ID (e.g. JYL2011xxxxxx or JYG2011xxxxxx) to ensure correct processing and should be submitted as follows:

For Litigation matters: [RA-JJCUS-LitInvoice@ITS.JNJ.com](mailto:RA-JJCUS-LitInvoice@ITS.JNJ.com)

For General (Corporate and Regulatory): [GenLegallnv@its.jnj.com](mailto:GenLegallnv@its.jnj.com)

The invoice should include a chronological listing of professional time billed, specifying the name of each timekeeper, the hourly rate, and the work performed by category (avoid "block billing") in not more than .1 hour increments.

Invoices that are not submitted in the requested format will be rejected and required to be resubmitted.

### **Discounts**

#### *i. Standard Hourly Rate Discounts*

Once a firm has agreed to an approved J&J billing rate that is discounted off standard rates, please bill at the J&J approved rate for each timekeeper rather than providing a line-item discount. Outside counsel should never utilize the standard rates when billing J&J unless those are the rates that were agreed upon.

#### *ii. Volume Discounts and Write Downs*

Where an additional volume discount has been agreed to beyond the J&J approved rate discount or a write down has been agreed to, please provide a line item discount on your invoice (i.e. if the volume discount is 5% on spend beyond \$5M, once \$5M has been sent for payment, all subsequent invoices should reflect a 5% credit). The line item credit approach is preferred over the approach of further lowering the firm's hourly rates below the J&J approved rate to reflect the higher discount.

#### *iii. Expense Discounts*



For discounted expenses, it is the responsibility of outside counsel to provide the original expense rate, the applied discount, and the net expense amount for each expense line item submitted to J&J.

If a blanket discount (i.e., 10 percent off of total costs) needs to be applied to an invoice, outside counsel should bill all fee line items at the discounted rate and follow the discount expense instructions provided above for all discounted expense line items. When applied together, the invoice should reflect an overall discount of approximately 10 percent.

### **Analytics**

Different types of analytics are continually being used for management of cases. Spend is analyzed on an ongoing basis by several departments and consultants. Law firm invoices are the basis of the underlying data and the time narratives and coding are a component of that.

## **D. Invoice Review, Adjustments and Appeals**

J&J may write down the bills and pay the written-down amount without first discussing the matter with the firm. However, outside counsel may receive e-mail notification when an invoice reviewer provides external notes related to adjustments that have been made to the invoice. Adjustments can still be written down and sent for payment without outside counsel's consent. However, if outside counsel does wish to dispute a write down or adjustment, it is their responsibility, either upon receipt of e-mail confirmation or payment, to contact J&J to discuss their concerns.

Where appropriate, we will work with your firm to identify the root causes of your adjustments and resolve them.

Additionally, firms who are registered with Ascent can view the status of their invoice in relation to the review process. Invoices that are still pending approval will be identified as that, and invoices that have been approved and posted should represent a "posted" status. If an invoice has been rejected, the invoice should represent a "rejected" status. Finally, paid invoices will show a "paid" status.

The document below contains the appeals process instructions. Please note that only paid invoices can be appealed and firms have 60 days to appeal upon receipt of invoice.



Invoice Appeal  
Process

## **E. Terms of Payment**

Upon approval of an invoice within J&J's matter management system, the invoice will be electronically routed for payment to J&J's Accounts Payable Department. It is the policy of J&J Accounts Payable to pay invoices within 60 days of the invoice date.

While the new standard payment terms in the US will be 90 days from receipt of a valid undisputed invoice, Legal invoicing managed outside of ARIBA (web invoicing) will operate under different terms. Specifically, invoices billed to litigation and IP (Patent and Trademark) matters will be subject to 60-day payment terms from the invoice date. Non-

litigation and non-IP invoices (e.g. Regulatory and Business Development) will be subject to 90-day terms from the date of invoice.

Payment frequency will remain as it currently exists today and you will not be subject to proposed bi-weekly payment policy. You will be paid on whatever day falls on the calculated number of days (60 or 90) from the date of the invoice.

In the past, some expert witnesses and vendors have encountered conflicts between the J&J payment terms and the terms they discussed with outside counsel. As of April 1, 2018, the 60-day payment terms for litigation and IP invoices will supersede any existing agreements if J&J is being asked to pay the vendor directly. In addition, any new agreements need to reflect Johnson & Johnson's new payment terms.

#### **F. Year-End Billing**

We strongly encourage outside counsel to invoice J&J for all time and expenses incurred through November by the beginning of December. However, receipt of invoices does not guarantee payment before the end of December.

### **IX. INTELLECTUAL PROPERTY BILLING GUIDELINES**

The Intellectual Property Law Department uses Ascent, a Web invoicing system. Refer to [Trademark-Specific Guidelines](#) section for additional information related to trademark-related billing/invoices.

For non-patent prosecution US matters (example: patent opinions etc.), once the estimate and Not-To-Exceed for the work has been submitted and the budget approved, an automated email from Ascent will be sent to the ebilling contact on file, confirming your firm is assigned to the J&J matter number. If ever the matter budget or deadline needs to be extended, please submit a revised estimate in advance to the responsible J&J attorney to be review or approved. Invoices that go over budget or deadlines will be auto rejected.

To submit invoices:

Go to the Ascent web link and follow the instructions provided to you by Ascent for invoice submission in either LEDES format or other defined format contained in Ascent's instructions. No paper invoices and no paper statements should be sent to the Intellectual Property Law Department in New Brunswick, New Jersey USA. You will receive electronic invoicing instructions from Ascent. Please note that under no circumstances should prosecution documents or prosecution-related communications be included with invoices that are electronically submitted via Ascent.

Please utilize the Johnson & Johnson Accounts Payable website ([www.ap.jnj.com](http://www.ap.jnj.com)) to check the status of your invoices. Questions related to J&J Matter Numbers/Case Reference Numbers can be sent to [PatentBilling@corus.jnj.com](mailto:PatentBilling@corus.jnj.com) for patent matters or [TMBilling@corus.jnj.com](mailto:TMBilling@corus.jnj.com) for trademark matters.

For questions regarding billing, contact: Melissa Sykes, 732-524-1788, [msykes2@its.jnj.com](mailto:msykes2@its.jnj.com).

## APPENDIX A: J&J PREFERRED THIRD-PARTY VENDORS

### • Court Reporters

- The MCS Group, Katie Bean Tallon, [Katie.Tallon@themcsgroup.com](mailto:Katie.Tallon@themcsgroup.com) or 215-405-8108
- Golkow Court Reporting, Joanne Redican, [joanne@golkow.com](mailto:joanne@golkow.com) or 877-370-3377, One Liberty Place, Suite 5150, Philadelphia, PA 19103. <http://www.golkow.com>
- Henderson Legal Services, Nan Marshall, [NMarshall@hendersonlegalservices.com](mailto:NMarshall@hendersonlegalservices.com) or [calendar@hendersonlegalservices.com](mailto:calendar@hendersonlegalservices.com), 202-220-4158, 1560 Wilson Boulevard, Suite 750, Arlington, VA 22209. [www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)
- Veritext Court Reporting, Una Elias at 212-983-5387 or 800-362-2520, or [uelias@veritext.com](mailto:uelias@veritext.com). Services may also be scheduled online at [www.veritext.com](http://www.veritext.com). Contact Una Elias to register or link to J&J.

### • Drawing Services

- NB GRAPHICS, 9960 Lake Forest Way, Suite B, Roswell, GA 30076, Contact: Paulina Jezierska- [Accounting@nbgraphics.com](mailto:Accounting@nbgraphics.com)
- QUINN JAY PATENT, LLC, 5780 Highland Lane, Sunderland, MD 20689, Contact: Mary Quinn Jaensch, [mquinn@quinnjaypatent.com](mailto:mquinn@quinnjaypatent.com), phone: 410-286-3970, fax: 410-286-3972
- MARK GULICK ILLUSTRATION, 7 Prospect Street, Fort Edward, NY 12828, 518-746-9506, [Patentillustration96@gmail.com](mailto:Patentillustration96@gmail.com)
- SCOTT MOSCONI ILLUSTRATION, 822 Salem Drive, Ballston Spa, NY 12020, 518-316-6408, [Patentillustration96@gmail.com](mailto:Patentillustration96@gmail.com)

### • File Histories

- Schellin & Associates Ltd, Eric Schellin, 2000 Duke Street, Suite 300, Alexandria, VA 22314, 703-330-6011, [schellin@schellin.com](mailto:schellin@schellin.com)
- Discount Patent Service Inc., 4900 South 31<sup>st</sup> Street, 2<sup>nd</sup> Floor, Arlington, VA 22206, Contact: Thomas Lupo, 800-741-3117, [orders@dpsfiles.com](mailto:orders@dpsfiles.com)
- Megapat, 5810 Kingstowne Center Drive, Suite 120-278, Alexandria, VA 22315, Contact: Joseph M. Kwiatkowski, Jr., phone: 703-626-0386, fax: 703-519-8661, [jk@megapat.com](mailto:jk@megapat.com)

### • Document Copying & Scanning Services

- DTI., Terence Herlihy, Director, Legal Solutions, [Terence.herlihy@epiqglobal.com](mailto:Terence.herlihy@epiqglobal.com), phone: 212-225-9233, mobile: 516-582-4253
- Ricoh USA Inc., David Wilson, 215-678-9028, [Dave.Wilson@ricoh-usa.com](mailto:Dave.Wilson@ricoh-usa.com)

### • eDiscovery

- Outside counsel costs related to legal discovery services such as database hosting and maintenance will not be reimbursed by J&J unless preapproved by the responsible J&J attorney and the responsible J&J eDiscovery team member.

- **Data Processing, Hosting & Production**
  - Lighthouse eDiscovery - Please contact responsible J&J eDiscovery team member for engagement of this vendor.
- **Managed Document Review & Document Collection**
  - UnitedLex - Please contact responsible J&J eDiscovery team member for engagement of this vendor.
- **Jury Consultant**
  - Litigation Insights, Christina Marinakis, [cmarinakis@litigationinsights.com](mailto:cmarinakis@litigationinsights.com), 913-339-9885
  - Trial Partners, Inc., Lee Meihls, [lee@trial-partners.com](mailto:lee@trial-partners.com), 323-663-3330, 5670 Wilshire Blvd. Suite 850 Los Angeles, CA 90211
  - Tsongas Litigation Consulting, Chris Dominic, [Chris.Dominic@tsongas.com](mailto:Chris.Dominic@tsongas.com), 503-225-0321 One SW Columbia Street, Suite 600, Portland, Oregon 97258
- **Medical Records Collection**
  - Litigation Management Inc., Sonya S. Virant, [Sonya.Virant@lmiweb.com](mailto:Sonya.Virant@lmiweb.com) or 440-484-2032, 6000 Parkland Boulevard, Mayfield Heights, OH 44124
  - The MCS Group, Katie Bean Tallon, [Katie.Tallon@themcsgroup.com](mailto:Katie.Tallon@themcsgroup.com) or 215-405-8108
  - The Marker Group, Hillary Johnson, [HillaryJohnson@marker-group.com](mailto:HillaryJohnson@marker-group.com) or 713-934-2586, 13105 Northwest Freeway, Suite 300 | Houston, TX 77040
- **Medical Records Review and Chronologies**
  - Litigation Management Inc., Sonya S. Virant, [Sonya.Virant@lmiweb.com](mailto:Sonya.Virant@lmiweb.com) or 440-484-2032, 6000 Parkland Boulevard, Mayfield Heights, OH 44124
- **Overnight Courier Services**
  - Federal Express, Bill Hutton, [william.hutton@fedex.com](mailto:william.hutton@fedex.com), Federal Express Worldwide Account Manager for J&J, FedEx Healthcare Solutions, Mobile (443) 454-1980, Office (410) 295-1008 <http://fedex.com/us/findsupport>, <http://www.fedex.com/us/healthcare/>. Provide your law firm's complete name, address, phone number and the name of the law firm contact person.
- **Messenger Services – document legalization**
  - Kay's Transport Inc., Ralf Zafarana, [rznj57@gmail.com](mailto:rznj57@gmail.com), 54 Dunham Ave. Toms River, New Jersey 08753, 732-572-2884
- **Searches**
  - Global Prior Art, Inc., 21 Milk Street, 6th Floor, Boston, MA 02109-0000, Contact: Elizabeth Rossolimo, phone: 617-574-9574, fax: 617-574-9559, [erossolimo@globalpriorart.com](mailto:erossolimo@globalpriorart.com)
  - United States Patent and Trademark Office, 800-786-9199, [www.uspto.gov](http://www.uspto.gov)
  - Patent and Trademark Professional Services, 2111 Eisenhower Ave., Suite 404, Alexandria, VA 22314, 703-299-8500

- S S.C. Pellegrino Research, Inc., 10204 Carol Street, Great Falls, VA 22066, Contact: Stephen C. Pellegrino, phone: 703-759-9605, fax: 703-759-2055, [steve@scpellegrino.com](mailto:steve@scpellegrino.com)
- Taylor Consulting Group LLC, 131 Tsataga Ct., Brevard, NC 28712-0000, Contacts: Tom and Martha Taylor, phone: 828-883-3119, fax: 828-883-3119, [Martha@tcgpatentsearch.com](mailto:Martha@tcgpatentsearch.com)
- **Sequence Listings for DNA**
  - Harbor Consulting IP Services, 1500A Lafayette Road, #262, Portsmouth, NH 03801, 800-318-3021, [Finance@seqidno.com](mailto:Finance@seqidno.com), [ctenore@seqidno.com](mailto:ctenore@seqidno.com)
- **Temporary Staffing**
  - Tower Legal Solutions, Leslie Firtell, 212-430-6303, [lfirtell@towerls.com](mailto:lfirtell@towerls.com)
  - HIRECounsel, Amy Doering, 646-356-0553, [adoering@hirecounsel.com](mailto:adoering@hirecounsel.com)
  - KLDDiscovery (formerly, Strategic Legal Solutions), Patricia Colon, 646-949-2158, [pat.colon@krolldiscovery.com](mailto:pat.colon@krolldiscovery.com), [www.kldiscovery.com](http://www.kldiscovery.com)
- **Translation Services**
  - Transperfect - Joseph Previtera, Director, Strategic Accounts, [jprevitera@transperfect.com](mailto:jprevitera@transperfect.com), Legal Solutions, Centre Square West, Suite 2720, 1500 Market Street, 27th Floor Philadelphia, PA 19102-2186, phone: 215-972-0404, fax: 646-607-4429, mobile: 856-693-2962 <http://transperfectlegal.com> (used for non-patent matters)
  - Questel, 180 N. University Avenue, 6<sup>th</sup> Floor, Provo, UT 84601 USA, Toll-Free (USA) 1-888-960-7827; Phone: 1-801-396-8134; Fax: 1-801-377-7085; Email: [Jnj-translations@questel.com](mailto:Jnj-translations@questel.com) (formerly known as MultiLing Corporation)
- **Trial Graphics**
  - Core Legal Concepts, Kim Levine, 917-566-9829 or [kim.levine@corelegal.com](mailto:kim.levine@corelegal.com)
  - FTI, Margaret Lindsay, 312-630-4801 or [margaret.lindsay@fticonsulting.com](mailto:margaret.lindsay@fticonsulting.com)

## APPENDIX B: J&J UTBMS TASK CODES



Improved JNJ  
Litigation Task Code



J&J Litigation Code  
Guidelines.docx

Code	Description
LITIGATION OC FEES	
L110	Fee:outside counsel Fees: Litigation Code Set: Company/Product & General Factual Information
L120	Fee:outside counsel Fees: Litigation Code Set: Strategy
L130	Fee:outside counsel Fees: Litigation Code Set: Experts & Science
L140	Fee:outside counsel Fees: Litigation Code Set: Database & Document Management
L210	Fee:outside counsel Fees: Litigation Code Set: Pleadings, Briefing, and Related Research, etc.
L300*	Fee:outside counsel Fees: Litigation Code Set: Plaintiff Information
L320	Fee:outside counsel Fees: Litigation Code Set: Document Collection & Production
L330	Fee:outside counsel Fees: Litigation Code Set: Depositions (includes experts)
L400	Fee:outside counsel Fees: Litigation Code Set: Trial (includes all trial briefing and hearings)
L450	Fee:outside counsel Fees: Litigation Code Set: Court Conferences & Hearings
L500	Fee:outside counsel Fees: Litigation Code Set: Appeals & Mandamus
BANKRUPTCY	
B100	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration
B110	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B110 Case Administration
B120	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B120 Asset Analysis and Recovery
B130	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B130 Asset Disposition
B150	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B150 Meetings of and Communications with Creditors
B160	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B160 Fee/Employment Applications
B170	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B170 Fee/Employment Objections
B180	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B180 Avoidance Action Analysis
B185	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B185 Assumption/Rejection of Leases and Contracts
B190	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B190 Other Contested Matters
B195	Fee:outside counsel Fees:Bankruptcy Code set:B100 Administration:B195 Non-Working Travel
B200	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations
B210	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations:B210 Business Operations
B220	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations:B220 Employee Benefits/Pensions

B230	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations:B230 Financing/Cash Collections
B240	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations:B240 Tax Issues
B250	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations:B250 Real Estate
B260	Fee:outside counsel Fees:Bankruptcy Code set:B200 Operations:B260 Board of Directors Matters
B300	Fee:outside counsel Fees:Bankruptcy Code set:B300 Claims and Plan
B310	Fee:outside counsel Fees:Bankruptcy Code set:B300 Claims and Plan:B310 Claims Administration and Objections
B320	Fee:outside counsel Fees:Bankruptcy Code set:B300 Claims and Plan:B320 Plan and Disclosure Statement
B400	Fee:outside counsel Fees:Bankruptcy Code set:B400 Bankruptcy-Related Advice
B410	Fee:outside counsel Fees:Bankruptcy Code set:B400 Bankruptcy-Related Advice:B410 General Bankruptcy Advice/Opinions
B420	Fee:outside counsel Fees:Bankruptcy Code set:B400 Bankruptcy-Related Advice:B420 Restructurings

#### COUNSELING

C100	Fee:outside counsel Fees:Counseling Code set:C100 Fact Gathering
C200	Fee:outside counsel Fees:Counseling Code set:C200 Researching Law
C300	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice
C310	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C310 Client Counsel – Agreements
C311	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C311 Client Counsel - Company Policy
C312	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C312 Client Counsel - Stat/Reg/Judicial
C320	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C320 Infringement/Validity/Survey Studies
C330	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C330 Tort Reform/Lobbying/Govt Affairs
C340	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C340 Situation Management
C341	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C341 Business Disputes
C350	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C350 Contract/Form Development
C360	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C360 Legal Awareness Training
C361	Fee:outside counsel Fees:Counseling Code set:C300 Analysis and Advice:C361 Policy/Program Development
C400	Fee:outside counsel Fees:Counseling Code set:C400 Third-Party Communication

#### PROJECT VENDORFEES

P100	Fee:outside counsel Fees: Project Code set:P100 Project Administration
P200	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence
P210	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P210 Corporate Review

P220	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P220 Tax
P230	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P230 Environmental
P240	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P240 Real and Personal Property
P250	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P250 Employee/Labor
P260	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P260 Intellectual Property
P270	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P270 Regulatory Reviews
P280	Fee:outside counsel Fees: Project Code set:P200 Fact Gathering/Due Diligence:P280 Other
P300	Fee:outside counsel Fees: Project Code set:P300 Structure/Strategy/Analysis
P400	Fee:outside counsel Fees: Project Code set:P400 Initial Document Preparation/Filing
P500	Fee:outside counsel Fees: Project Code set:P500 Negotiation/Revision/Responses
P600	Fee:outside counsel Fees: Project Code set:P600 Completion/Closing
P700	Fee:outside counsel Fees: Project Code set:P700 Post-Completion/Post-Closing
P800	Fee:outside counsel Fees: Project Code set:P800 Maintenance and Renewal
	Fee:outside counsel Fees: Project Code set
	Fee: Vendor/Expert Fees

#### EXPENSES

E100	Expense: outside counsel Expenses:E100 Expenses
E102	Expense: outside counsel Expenses:E100 Expenses:E102 Preferred copy vendor for outside copies
E106	Expense: outside counsel Expenses:E100 Expenses:E106 Pacer
E107	Expense: outside counsel Expenses:E100 Expenses:E107 Delivery services, Messengers & Shipping
E108	Expense: outside counsel Expenses:E100 Expenses:E108 Postage
E109	Expense: outside counsel Expenses:E100 Expenses:E109 Local travel
E110	Expense: outside counsel Expenses:E100 Expenses:E110 Out-of-town travel (Uber, Taxi, Hotel, Meals)
E111	Expense: outside counsel Expenses:E100 Expenses:E111 Meals
E112	Expense: outside counsel Expenses:E100 Expenses:E112 Court fees
E113	Expense: outside counsel Expenses:E100 Expenses:E113 Subpoena fees
E114	Expense: outside counsel Expenses:E100 Expenses:E114 Witness fees
E115	Expense: outside counsel Expenses:E100 Expenses:E115 Depositions
E116	Expense: outside counsel Expenses:E100 Expenses:E116 Trial transcripts
E117	Expense: outside counsel Expenses:E100 Expenses:E117 Trial exhibits
E118	Expense: outside counsel Expenses:E100 Expenses:E118 Litigation support vendors
E119	Expense: outside counsel Expenses:E100 Expenses:E119 Experts
E120	Expense: outside counsel Expenses:E100 Expenses:E120 Private investigators



E121	Expense: outside counsel Expenses:E100 Expenses:E121 Arbitrators/mediators
E122	Expense: outside counsel Expenses:E100 Expenses:E122 Local counsel
E123	Expense: outside counsel Expenses:E100 Expenses:E123 Other professionals
E124	Expense: outside counsel Expenses:E100 Expenses:E124 Other
E125	Translation fees including preparation and keyboarding (typing) of documentation
E126	Drawings prepared by external draftsman
E127	Patent and trademark records including patent copies, priority documents, file histories and other intellectual property records obtained through third party vendors
E128	Searching and Monitoring
E129	Official Fees, excluding postissuance patent maintenance, trademark renewal fees and late fees. Official fees not otherwise identified above which are paid to governmental and quasi-governmental entities in connection with a pending application, including those paid to Patent and Trademark Offices, the World Intellectual Property, Notaries, consulates, and embassies.
E130	Post-Issuance Patent Maintenance and Trademark Renewal Fees. Official fees paid to a government agency in order to maintain an issued patent or trademark in force.
E131	Late Fees. Official surcharge fees paid to a government agency in order to have a document entered into the record past an initial deadline, including Petition for Extension of Time and Information Disclosure Statement fees in the U.S.
E132	Medical Literature
E133	Medical Record Collection & Chronology Vendors
E134	Trial Vendors (Jury Consultants, Core, LCI. Would include trial site furniture, equipment, and trial site office supplies.)

#### EDISCOVERY

L600	Fee:outside counsel Fees: eDiscovery Code set:L600 Identification (NOS)
L601	Fee:outside counsel Fees: eDiscovery Code set:L600 Identification (NOS): L601 Discovery planning
L602	Fee:outside counsel Fees: eDiscovery Code set:L600 Identification (NOS): L602 Interviews
L609	Fee:outside counsel Fees: eDiscovery Code set:L600 Identification (NOS): L609 Quality assurance and control
L610	Fee:outside counsel Fees: eDiscovery Code set:L610 Preservation (NOS)
L611	Fee:outside counsel Fees: eDiscovery Code set:L610 Preservation (NOS): L611 Preservation order
L612	Fee:outside counsel Fees: eDiscovery Code set:L610 Preservation (NOS): L612 Legal hold
L619	Fee:outside counsel Fees: eDiscovery Code set:L610 Preservation (NOS): L619 Quality assurance and control
L620	Fee:outside counsel Fees: eDiscovery Code set:L620 Collection (NOS):
L621	Fee:outside counsel Fees: eDiscovery Code set:L620 Collection (NOS): L621 Collection/Recovery
L622	Fee:outside counsel Fees: eDiscovery Code set:L620 Collection (NOS): L622 Media costs
L623	Fee:outside counsel Fees: eDiscovery Code set:L620 Collection (NOS): L623 Media/ESI Transfer, Receipt, Inventory
L629	Fee:outside counsel Fees: eDiscovery Code set:L620 Collection (NOS): L629 Quality assurance and control

L630	Fee:outside counsel Fees: eDiscovery Code set:L630 Processing (NOS)
L631	Fee:outside counsel Fees: eDiscovery Code set:L630 Processing (NOS): L631 ESI stage, preparation and process
L632	Fee:outside counsel Fees: eDiscovery Code set:L630 Processing (NOS): L632 Scanning – Hard Copy
L633	Fee:outside counsel Fees: eDiscovery Code set:L630 Processing (NOS): L633 Foreign language translation
L634	Fee:outside counsel Fees: eDiscovery Code set:L630 Processing (NOS): L634 Exception handling
L639	Fee:outside counsel Fees: eDiscovery Code set:L630 Processing (NOS): L639 Quality assurance and control
L650	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS)
L651	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L651 Hosting costs
L693	Fee:outside counsel Fees: eDiscovery Code set:L690 Project Management (NOS): L693 Review Planning & Training
L652	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L652 Objective and Subjective Coding
L653	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L653 First pass document review
L654	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L654 Second pass document review
L655	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L655 Privilege review
L656	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L656 Redaction
L659	Fee:outside counsel Fees: eDiscovery Code set:L650 Review (NOS): L659 Quality assurance and control
L660	Fee:outside counsel Fees: eDiscovery Code set:L660 Analysis (NOS)
L670	Fee:outside counsel Fees: eDiscovery Code set:L670 Production (NOS)
L671	Fee:outside counsel Fees: eDiscovery Code set:L670 Production (NOS): L671 Conversion of ESI to production format
L679	Fee:outside counsel Fees: eDiscovery Code set:L670 Production (NOS): L679 Quality assurance and control
L680	Fee:outside counsel Fees: eDiscovery Code set:L680 Presentation (NOS)
L690	Fee:outside counsel Fees: eDiscovery Code set:L690 Project Management (NOS)

## PATENTS

Patent task codes are shown in the attached Patent Billing Codes document.



UTBMS-Patent-Billing-Codes.pdf

## TRADEMARKS

Trademark task codes are shown in the attached Trademark Billing Codes document.



UTBMS-Trademark-Billing-Codes.pdf

## APPENDIX C: J&J STANDARD BUDGET FORM & BUDGET SUMMARY SPREADSHEET



JJ 2021 Standard  
Budget Form.xls



JJ 2021 Budget  
Summary Spreadshe

## **APPENDIX D: AUTOMATED BUDGET PROCESS INSTRUCTIONS**



JNJ\_BudgetWorksh  
eetInstructions.pdf

## **APPENDIX E: ACCRUAL PROCESS INSTRUCTIONS**



JNJ Accruals Vendor  
Reference Guide - U

## APPENDIX F: RATE CHANGE FORM



2021\_Rate Increase  
Request Package.doc

## APPENDIX G: MEDICARE REPORTING REQUIREMENTS



Summary of  
changes for JJ Medi



MMSEA Section  
111\_memo.docx

## APPENDIX H: ADVERSE EVENT REPORTING



AE Reporting  
Outside Counsel Gu



**SCHEDULE 1**

**Potential Parties in Interest**

**LTL Management LLC**  
**Potentially Interested Parties**

**Debtor**

LTL Management LLC

**Direct Equity Owner of Debtor**

Johnson & Johnson Holdco (NA) Inc.

**Debtor's Direct Non-Debtor Subsidiary**

Royalty A&M LLC

**Other Non-Debtor Affiliates**

3Dintegrated ApS

ABD Holding Company, Inc.

ABIOMED R&D, Inc.

ABIOMED, Inc.

Acclarent, Inc.

Actelion Ltd

Actelion Pharmaceuticals Ltd

Actelion Pharmaceuticals Trading  
(Shanghai) Co., Ltd.

Actelion Pharmaceuticals US, Inc.

Actelion Treasury Unlimited Company

Albany Street LLC

ALZA Corporation

Alza Land Management, Inc.

AMO (Hangzhou) Co., Ltd.

AMO (Shanghai) Medical Devices  
Trading Co., Ltd.

AMO ASIA LIMITED

AMO Australia Pty Limited

AMO Canada Company

AMO Denmark ApS

AMO Development, LLC

AMO France

AMO Germany GmbH

AMO Groningen B.V.

AMO International Holdings  
Unlimited Company

AMO Ireland

AMO Italy SRL

AMO Japan K.K.

AMO Manufacturing USA, LLC

AMO Netherlands BV

AMO Nominee Holdings, LLC

AMO Norway AS

AMO Puerto Rico Manufacturing, Inc.

AMO Sales and Service, Inc.

AMO Singapore Pte. Ltd.

AMO Spain Holdings, LLC

AMO Switzerland GmbH

AMO United Kingdom, Ltd.

AMO Uppsala AB

Anakuria Therapeutics, Inc.

AorTx, Inc.

Apsis SAS

Aragon Pharmaceuticals, Inc.

Asia Pacific Holdings, LLC

Atrionix, Inc.

AUB Holdings LLC

Auris Health, Inc.

Backsvalan 6 Handelsbolag

Beijing Dabao Cosmetics Co., Ltd.

BeneVir BioPharm, Inc.

Berna Rhein B.V.

BioMedical Enterprises, Inc.

Biosense Webster (Israel) Ltd.

Biosense Webster, Inc.

Breeth, Inc.

C Consumer Products Denmark ApS, n/k/a

Coloplast Konsumerntvarer A/S

Carlo Erba OTC S.r.l.

Centocor Biologics, LLC

Centocor Research & Development, Inc.

Cerenovus, Inc.

ChromaGenics B.V.

Ci:z. Labo Co., Ltd

Cilag AG

Cilag GmbH International

Cilag Holding AG

Cilag Holding Treasury Unlimited Company

Cilag-Biotech, S.L.

Coherex Medical, Inc.

ColBar LifeScience Ltd.

Consumer Test Entity

Cordis de Mexico, S.A. de C.V.

Corimmun GmbH

CoTherix Inc.

CRES Holdings, Inc.	Hansen Medical International, Inc.
CrossRoads Extremity Systems, LLC	Hansen Medical UK Limited
CSATS, Inc.	Hansen Medical, Inc.
Debs-Vogue Corporation	Healthcare Services (Shanghai) Ltd.
(Proprietary) Limited	I.D. Acquisition Corp.
DePuy Hellas SA	Innomedic Gesellschaft für innovative
DePuy International Limited	Medizintechnik und Informatik mbH
DePuy Ireland Unlimited Company	J & J Company West Africa Limited
DePuy Mexico, S.A. de C.V.	J&J Argentina S.A.
DePuy Mitek, LLC	J&J Pension Trustees Limited
DePuy Orthopaedics, Inc.	J&J Productos Medicos & Farmaceuticos
DePuy Products, Inc.	del Peru S.A.
DePuy Spine, LLC	J.C. General Services BV
DePuy Synthes Institute, LLC	Janssen Biologics (Ireland) Limited
DePuy Synthes Products, Inc.	Janssen Biologics B.V.
DePuy Synthes Sales, Inc.	Janssen BioPharma, LLC
DePuy Synthes, Inc.	Janssen Biotech, Inc.
Dutch Holding LLC	Janssen Cilag Farmaceutica S.A.
ECL7, LLC	Janssen Cilag S.p.A.
EES Holdings de Mexico,	Janssen Cilag SPA
S. de R.L. de C.V.	Janssen Cilag, C.A.
EES, S.A. de C.V.	Janssen Development Finance Unlimited
EIT Emerging Implant Technologies GmbH	Company
Ethicon Endo-Surgery (Europe) GmbH	Janssen Egypt LLC
Ethicon Endo-Surgery, Inc.	Janssen Farmaceutica Portugal Lda
Ethicon Endo-Surgery, LLC	Janssen France Treasury Unlimited
Ethicon LLC	Company
Ethicon Sarl	Janssen Global Services, LLC
Ethicon US, LLC	Janssen Holding GmbH
Ethicon Women's Health & Urology Sarl	Janssen Inc.
Ethicon, Inc.	Janssen Irish Finance Unlimited Company
Ethnor (Proprietary) Limited	Janssen Japan Treasury Unlimited Company
Ethnor del Istmo S.A.	Janssen Korea Ltd.
Ethnor Farmaceutica, S.A.	Janssen Mexico Treasury
Finsbury (Development) Limited	Unlimited Company
Finsbury (Instruments) Limited	Janssen Oncology, Inc.
Finsbury Medical Limited	Janssen Ortho LLC
Finsbury Orthopaedics International Limited	Janssen Pharmaceutica
Finsbury Orthopaedics Limited	(Proprietary) Limited
FMS Future Medical System SA	Janssen Pharmaceutica NV
GATT Technologies B.V.	Janssen Pharmaceutica S.A.
GH Biotech Holdings Limited	Janssen Pharmaceutical K.K.
Global Investment Participation B.V.	Janssen Pharmaceutical Sciences
GMED Healthcare BV	Unlimited Company
Guangzhou Bioseal Biotech Co., Ltd.	Janssen Pharmaceutical Unlimited Company
Hansen Medical Deutschland GmbH	Janssen Pharmaceuticals, Inc.

Janssen Products, LP	JNJ Holding EMEA B.V.
Janssen R&D Ireland Unlimited Company	JNJ International Investment LLC
Janssen Research & Development, LLC	JNTL (APAC) HoldCo 2 LLC
Janssen Sciences Ireland	JNTL (APAC) HoldCo 3 Pte. Ltd.
Unlimited Company	JNTL (APAC) HoldCo LLC
Janssen Scientific Affairs, LLC	JNTL (APAC) HoldCo Pte. Ltd.
Janssen Supply Group, LLC	JNTL (Japan) HoldCo Inc.
Janssen Vaccines & Prevention B.V.	JNTL (Malaysia) Sdn. Bhd.
Janssen Vaccines Corp.	JNTL (Middle East) HoldCo LLC
Janssen-Cilag	JNTL (Puerto Rico) HoldCo GmbH
Janssen-Cilag (New Zealand) Limited	JNTL (Shanghai) Investment Co., Ltd.
Janssen-Cilag A/S	JNTL (Switzerland) HoldCo GmbH
Janssen-Cilag AG	JNTL (Thailand) HoldCo LLC
Janssen-Cilag Aktiebolag	JNTL (UK) HoldCo Limited
Janssen-Cilag AS	JNTL Consumer Health (Belgium) BV
Janssen-Cilag B.V.	JNTL Consumer Health (Brazil) Ltda.
Janssen-Cilag d.o.o. Beograd	JNTL Consumer Health
Janssen-Cilag de Mexico S. de R.L. de C.V.	(Czech Republic) s.r.o.
Janssen-Cilag Farmaceutica Lda.	JNTL Consumer Health
Janssen-Cilag Farmaceutica Ltda.	(Dominican Republic), S.A.S.
Janssen-Cilag GmbH	JNTL Consumer Health (Finland) Oy
Janssen-Cilag International NV	JNTL Consumer Health (France) SAS
Janssen-Cilag Kft.	JNTL Consumer Health (Hungary) Kft
Janssen-Cilag Limited	JNTL Consumer Health (India)
Janssen-Cilag Manufacturing, LLC	Private Limited
Janssen-Cilag NV	JNTL Consumer Health
Janssen-Cilag OY	(New Zealand) Limited
Janssen-Cilag Pharma GmbH	JNTL Consumer Health (Norway) AS
Janssen-Cilag Pharmaceutical S.A.C.I.	JNTL Consumer Health (Philippines) Inc.
Janssen-Cilag Polska, Sp. z o.o.	JNTL Consumer Health (Poland) sp. z o.o.
Janssen-Cilag Pty Ltd	JNTL Consumer Health (Portugal) Limitada
Janssen-Cilag S.A.	JNTL Consumer Health (Services) LLC
Janssen-Cilag s.r.o.	JNTL Consumer Health (Slovakia), s.r.o.
Janssen-Cilag, S.A.	JNTL Consumer Health (Spain), S.L.
Janssen-Cilag, S.A. de C.V.	JNTL Consumer Health (Taiwan) Limited
Janssen-Pharma, S.L.	JNTL Consumer Health (Vietnam) Co. Ltd.
J-C Health Care Ltd.	JNTL Consumer Health General
Jevco Holding, Inc.	Services BV
JJ Surgical Vision Spain, S.L.	JNTL Consumer Health I (Ireland) Limited
JJC Acquisition Company B.V.	JNTL Consumer Health I
JJHC, LLC	(Switzerland) GmbH
JJSV Belgium BV	JNTL Consumer Health II
JJSV Manufacturing Malaysia SDN. BHD.	(Switzerland) GmbH
JJSV Norden AB	JNTL Consumer Health LLC
JJSV Produtos Otricos Ltda.	JNTL Consumer Health Mexico,
JNJ Global Business Services s.r.o.	S. de R.L. de C.V.

JNTL Consumer Health Middle East FZ-LLC	Johnson & Johnson China Ltd.
JNTL HoldCo 2 LLC	Johnson & Johnson Consumer (Hong Kong) Limited
JNTL HoldCo 3 LLC	Johnson & Johnson Consumer (Thailand) Limited
JNTL HoldCo 4 LLC	Johnson & Johnson Consumer B.V.
JNTL HoldCo 5 LLC	Johnson & Johnson Consumer Holdings France
JNTL HoldCo 6 LLC	Johnson & Johnson Consumer Inc.
JNTL HoldCo 7 LLC	Johnson & Johnson Consumer NV
JNTL HoldCo 8 LLC	Johnson & Johnson Consumer Saudi Arabia Limited
JNTL HoldCo LLC	Johnson & Johnson Consumer Services EAME Ltd.
JNTL Holdings 2, Inc.	Johnson & Johnson d.o.o.
JNTL Holdings 3, Inc.	Johnson & Johnson de Argentina S.A.C. e. I.
JNTL Holdings B.V.	Johnson & Johnson de Chile S.A.
JNTL Holdings, Inc.	Johnson & Johnson de Colombia S.A.
JNTL Ireland HoldCo 2 B.V.	Johnson & Johnson de Mexico, S.A. de C.V.
JNTL Netherlands HoldCo B.V.	Johnson & Johnson de Uruguay S.A.
JNTL Turkey Tüketici Sağlığı Limited Şirketi	Johnson & Johnson de Venezuela, S.A.
Johnson & Johnson	Johnson & Johnson del Ecuador, S.A.
Johnson & Johnson - Societa' Per Azioni	Johnson & Johnson Del Paraguay, S.A.
Johnson & Johnson (Angola), Limitada	Johnson & Johnson del Peru S.A.
Johnson & Johnson (Australia) Pty Ltd	Johnson & Johnson do Brasil Industria E Comercio de Produtos Para Saude Ltda.
Johnson & Johnson (Canada) Inc.	Johnson & Johnson Dominicana, S.A.S.
Johnson & Johnson (China) Investment Ltd.	Johnson & Johnson Enterprise Innovation Inc.
Johnson & Johnson (Ecuador) S.A.	Johnson & Johnson European Treasury Unlimited Company
Johnson & Johnson (Egypt) S.A.E.	Johnson & Johnson Finance Corporation
Johnson & Johnson (Hong Kong) Limited	Johnson & Johnson Finance Limited
Johnson & Johnson (Ireland) Limited	Johnson & Johnson Financial Services GmbH
Johnson & Johnson (Jamaica) Limited	Johnson & Johnson for Export and Import LLC
Johnson & Johnson (Kenya) Limited	Johnson & Johnson Gateway, LLC
Johnson & Johnson (Middle East) Inc.	Johnson & Johnson Gesellschaft m.b.H.
Johnson & Johnson (Mozambique), Limitada	Johnson & Johnson GmbH
Johnson & Johnson (Namibia) (Proprietary) Limited	Johnson & Johnson GT, Sociedad Anónima
Johnson & Johnson (New Zealand) Limited	Johnson & Johnson Guatemala, S.A.
Johnson & Johnson (Philippines), Inc.	Johnson & Johnson Health and Wellness Solutions, Inc.
Johnson & Johnson (Private) Limited	Johnson & Johnson Health Care Systems Inc.
Johnson & Johnson (Singapore) Holdco LLC	
Johnson & Johnson (Thailand) Ltd.	
Johnson & Johnson (Trinidad) Limited	
Johnson & Johnson (Vietnam) Co., Ltd	
Johnson & Johnson AB	
Johnson & Johnson AG	
Johnson & Johnson Bulgaria EOOD	

Johnson & Johnson Hellas Commercial and Industrial S.A.	Johnson & Johnson Medical Mexico, S.A. de C.V.
Johnson & Johnson Hellas Consumer Products	Johnson & Johnson Medical NV
Commercial Societe Anonyme	Johnson & Johnson Medical Products GmbH
Johnson & Johnson Hemisferica S.A.	Johnson & Johnson Medical Pty Ltd
Johnson & Johnson Holdco (NA) Inc.	Johnson & Johnson Medical S.A.
Johnson & Johnson Holding GmbH	Johnson & Johnson Medical S.p.A.
Johnson & Johnson Holdings (Austria) GmbH	Johnson & Johnson Medical SAS
Johnson & Johnson Inc.	Johnson & Johnson Medical Saudi Arabia Limited
Johnson & Johnson Industrial Ltda.	Johnson & Johnson Medical Taiwan Ltd.
Johnson & Johnson Innovation - JJDC, Inc.	Johnson & Johnson Medical, S.C.S.
Johnson & Johnson Innovation Limited	Johnson & Johnson Medikal Sanayi ve Ticaret Limited Sirketi
Johnson & Johnson Innovation LLC	Johnson & Johnson MedTech (Thailand) Ltd.
Johnson & Johnson International	Johnson & Johnson Medtech Colombia S.A.S.
Johnson & Johnson International (Singapore) Pte. Ltd.	Johnson & Johnson Middle East FZ-LLC
Johnson & Johnson International Financial Services Unlimited Company	Johnson & Johnson Morocco Societe Anonyme
Johnson & Johnson Irish Finance Company Limited	Johnson & Johnson Nordic AB
Johnson & Johnson K.K.	Johnson & Johnson Pacific Pty Limited
Johnson & Johnson Kft.	Johnson & Johnson Pakistan (Private) Limited
Johnson & Johnson Korea Selling & Distribution LLC	Johnson & Johnson Panama, S.A.
Johnson & Johnson Korea, Ltd.	Johnson & Johnson Personal Care (Chile) S.A.
Johnson & Johnson Limited	Johnson & Johnson Pharmaceutical Ltd.
Johnson & Johnson LLC	Johnson & Johnson Poland Sp. z o.o.
Johnson & Johnson Luxembourg Finance Company Sarl	Johnson & Johnson Private Limited
Johnson & Johnson Management Limited	Johnson & Johnson Pte. Ltd.
Johnson & Johnson Medical (China) Ltd.	Johnson & Johnson Pty. Limited
Johnson & Johnson Medical (Proprietary) Ltd	Johnson & Johnson Romania S.R.L.
Johnson & Johnson Medical (Shanghai) Ltd.	Johnson & Johnson S.E. d.o.o.
Johnson & Johnson Medical (Suzhou) Ltd.	Johnson & Johnson S.E., Inc.
Johnson & Johnson Medical B.V.	Johnson & Johnson Sante Beaute France
Johnson & Johnson Medical Devices & Diagnostics Group - Latin America, L.L.C.	Johnson & Johnson SDN. BHD.
Johnson & Johnson Medical GmbH	Johnson & Johnson Services, Inc.
Johnson & Johnson Medical Greece Single Member S.A.	Johnson & Johnson Surgical Vision India Private Limited
Johnson & Johnson Medical Korea Ltd.	Johnson & Johnson Surgical Vision, Inc.
Johnson & Johnson Medical Limited	Johnson & Johnson Taiwan Ltd.
	Johnson & Johnson UK Treasury Company Limited

Johnson & Johnson Ukraine LLC	Mentor Medical Systems B.V.
Johnson & Johnson Urban	Mentor Partnership Holding
Renewal Associates	Company I, LLC
Johnson & Johnson Vision Care	Mentor Texas GP LLC
(Australia) Pty Ltd	Mentor Texas L.P.
Johnson & Johnson Vision Care	Mentor Worldwide LLC
(Shanghai) Ltd.	Middlesex Assurance Company Limited
Johnson & Johnson Vision Care Ireland	Momenta Ireland Limited
Unlimited Company	Momenta Pharmaceuticals, Inc.
Johnson & Johnson Vision Care, Inc.	NeoStrata Company, Inc.
Johnson & Johnson Vision Korea, Ltd.	NeoStrata UG (haftungsbeschränkt)
Johnson & Johnson, Lda	Netherlands Holding Company
Johnson & Johnson, S.A.	Neuravi Limited
Johnson & Johnson, S.A. de C.V.	NeuWave Medical, Inc.
Johnson & Johnson, s.r.o.	Novira Therapeutics, LLC
Johnson & Johnson, s.r.o.	NuVera Medical, Inc.
Johnson and Johnson (Proprietary) Limited	Obtech Medical Mexico, S.A. de C.V.
Johnson and Johnson Sihhi Malzeme Sanayi	OBTECH Medical Sarl
Ve Ticaret Limited Sirketi	OGX Beauty Limited
Johnson Y Johnson de Costa Rica, S.A.	OMJ Holding GmbH
JOM Pharmaceutical Services, Inc.	OMJ Pharmaceuticals, Inc.
Kenvue Inc.	Omrix Biopharmaceuticals Ltd.
La Concha Land Investment Corporation	Omrix Biopharmaceuticals NV
McNeil AB	Omrix Biopharmaceuticals, Inc.
McNeil Consumer Pharmaceuticals Co.	Ortho Biologics LLC
McNeil Denmark ApS	Ortho Biotech Holding LLC
McNeil Healthcare (Ireland) Limited	Orthospin Ltd.
McNeil Healthcare (UK) Limited	Orthotaxy SAS
McNeil Healthcare LLC	Patriot Pharmaceuticals, LLC
McNeil Iberica S.L.U.	Peninsula Pharmaceuticals, LLC
McNeil LA LLC	Percivia LLC
McNEIL MMP, LLC	Pharmadirect Ltd.
McNeil Nutritionals, LLC	Pharmedica Laboratories
McNeil Panama, LLC	(Proprietary) Limited
McNeil Products Limited	preCARDIA, Inc.
McNeil Sweden AB	Princeton Laboratories, Inc.
Medical Device Business Services, Inc.	Productos de Cuidado Personal y
Medical Devices & Diagnostics	de La Salud de Bolivia S.R.L.
Global Services, LLC	Proleader S.A.
Medical Devices International LLC	Prosidyan, Inc.
Medos International Sarl	PT Integrated Healthcare Indonesia
Medos Sarl	PT Johnson & Johnson Indonesia
MegaDyne Medical Products, Inc.	PT Johnson and Johnson Indonesia Two
Menlo Care De Mexico, S.A. de C.V.	Pulsar Vascular, Inc.
Mentor B.V.	Regency Urban Renewal Associates
Mentor Deutschland GmbH	RespiVert Ltd.

Review Manager Test Entity 2  
Royalty A&M LLC  
Rutan Realty LLC  
Scios LLC  
Serhum S.A. de C.V.  
Shanghai Elsker Mother & Baby Co., Ltd  
Shanghai Johnson & Johnson Ltd.  
Shanghai Johnson & Johnson  
Pharmaceuticals Ltd.  
Sodiac ESV  
Spectrum Vision Limited Liability Company  
Spectrum Vision Limited Liability  
Partnership  
SterilMed, Inc.  
Surgical Process Institute  
Deutschland GmbH  
Synthes Costa Rica S.C.R., Limitada  
SYNTHES GmbH  
Synthes GmbH  
Synthes Holding AG  
Synthes Holding Limited  
SYNTHES Medical Immobilien GmbH  
Synthes Medical Surgical Equipment &  
Instruments Trading LLC  
Synthes Produktions GmbH  
Synthes Proprietary Limited  
Synthes S.M.P., S. de R.L. de C.V.  
Synthes Tuttlingen GmbH  
Synthes USA Products, LLC  
Synthes USA, LLC  
Synthes, Inc.  
TARIS Biomedical LLC  
TearScience, Inc.  
The Anspach Effort, LLC  
The Vision Care Institute, LLC  
Tibotec, LLC  
Torax Medical, Inc.  
UAB "Johnson & Johnson"  
Vania Expansion  
Verb Surgical Inc.  
Vision Care Finance Unlimited Company  
Vogue International LLC  
WH4110 Development Company, L.L.C.  
Xian Janssen Pharmaceutical Ltd.  
XO1 Limited  
Zarbee's, Inc.

**Managers and Officers of the Debtor**

John Kim  
Richard Dickinson  
Robert Wuesthoff  
Russell Deyo

**Major Current Business Affiliations of Debtor's Managers**

American Foundation for Opioid  
Alternatives  
Migration Policy Institute  
Miller Center for Community Protection &  
Reliance, Eagleton Institute of Politics,  
Rutgers University  
National Center for State Courts  
National Council, McLean Hospital  
One Mind

**Depository and Disbursement Banks**

Bank of America, N.A.

**Major Sureties**

Chubb  
Federal Insurance Company  
Liberty Mutual Insurance Company  
Travelers Casualty and Surety Company  
of America

**Parties to Material Contracts With the Debtor**

Johnson & Johnson  
Johnson & Johnson Holdco (NA) Inc.  
Johnson & Johnson Services, Inc.

**Significant Co-Defendants in Talc-Related Litigation**

3M Company  
A.O. Smith Corporation  
Albertsons Companies, Inc.  
Avon Products, Inc.  
Barretts Minerals, Inc.  
BASF Catalysts LLC  
Block Drug Company, Inc.  
Borg Warner Morse Tec, Inc.  
Brenntag North America  
Brenntag Specialties, Inc.



Bristol-Myers Squibb Company  
Carrier Corporation  
Chanel, Inc.  
Charles B. Chrystal Co., Inc.  
Chattem, Inc.  
Colgate-Palmolive Company  
Conopco Inc.  
Costco Wholesale Corporation  
Coty, Inc.  
Crane Co.  
CVS Health Corporation  
CVS Pharmacy, Inc.  
Cyprus Amax Minerals Company  
Cyprus Mines Corporation  
Dana Companies, LLC  
DAP Products, Inc.  
Dollar General Corporation  
Duane Reade Inc.  
Eaton Corporation  
Eli Lilly and Company  
Elizabeth Arden, Inc.  
Estee Lauder Inc.  
Family Dollar Stores Inc.  
Flowserve US, Inc.  
FMC Corporation  
Food 4 Less of California, Inc.  
Ford Motor Company  
Foster Wheeler, LLC  
Gardner Denver, Inc.  
General Electric Company  
Genuine Parts Company  
Goodyear Tire & Rubber Co.  
Goulds Pumps, LLC  
Grinnell LLC  
Honeywell International, Inc.  
Imerys Talc America, Inc.  
Imerys USA, Inc.  
IMO Industries Inc.  
John Crane, Inc.  
K&B Louisiana Corporation  
Kaiser Gypsum Company, Inc.  
Kmart Corporation  
Kolmar Laboratories  
Longs Drug Stores California  
L'Oreal USA, Inc.  
Lucky Stores, Inc.

Macy's, Inc.  
Mary Kay Inc.  
Maybelline LLC  
Metropolitan Life Insurance Company  
Noxell Corporation  
Personal Care Products Council  
Pfizer, Inc.  
Pharma Tech Industries, Inc.  
Pneumo Abex, LLC  
PTI Royston, LLC  
Publix Super Markets, Inc.  
R.T. Vanderbilt Holding Company, Inc.  
Ralphs Grocery Company  
Revlon Consumer Products Corporation  
Revlon, Inc.  
Rite Aid Corporation  
Safeway, Inc.  
Sanofi-Aventis U.S. LLC  
Shulton, Inc.  
Specialty Minerals Inc.  
Target Corporation  
The Dow Chemical Company  
The Estee Lauder Companies, Inc.  
The Kroger Co.  
The Procter & Gamble Company  
Thrifty Payless, Inc.  
Unilever Home & Personal Care USA  
Union Carbide Corporation  
Vanderbilt Minerals, LLC  
ViacomCBS, Inc.  
Walgreen Co.  
Walmart, Inc.  
Warren Pumps, LLC  
Whittaker Clark & Daniels, Inc.  
Wyeth Holdings LLC  
Yves Saint Laurent America, Inc.

**Debtor's Proposed Professionals and  
Claims Agent**

AlixPartners LLP  
Bates White LLC  
Blake, Cassels & Graydon LLP  
Epiq Corporate Restructuring LLC  
Hogan Lovells  
Jones Day  
King & Spalding LLP

McCarter & English, LLP  
Orrick, Herrington, & Sutcliffe, LLP  
Shook, Hardy & Bacon L.L.P.  
Skadden, Arps, Slate, Meager & Flom LLP  
Weil Gotshal & Manges LLP  
Wollmuth Maher & Deutsch LLP

**Debtor's Proposed Significant Ordinary  
Course Professionals, Consultants and  
Service Providers**

Adler Pollock & Sheehan PC  
Barrasso Usdin Kupperman  
Freeman & Sarver, L.L.C.  
Blank Rome LLP  
Butler Snow LLP  
Carlton Fields, P.A.  
Chehardy, Sherman, Williams,  
Recile, & Hayes  
Damon Key Leong Kupchak Hastert  
Davis Hatley Haffeman & Tighe  
Dechert LLP  
Elliott Law Offices, PA  
Faegre Drinker Biddle & Reath LLP  
Foliart, Huff, Ottaway & Bottom  
Gibson, Dunn & Crutcher LLP  
Goldman Ismail Tomaselli Brennan &  
Baum  
Hartline Barger  
HeplerBroom LLC  
Irwin Fritchie Urquhart & Moore LLC  
Johnson & Bell Ltd.  
Jones, Skelton & Hochuli, P.L.C.  
Kaplan, Johnson, Abate & Bird LLP  
Kelley Jasons McGowan Spinelli  
Hanna & Reber, LLP  
Kirkland & Ellis LLP  
Kitch Drutchas Wagner  
Valitutti & Sherbrook  
Lewis Brisbois Bisgaard & Smith, LLP  
Manion Gaynor & Manning LLP  
Manning Gross + Massenburg  
Miles & Stockbridge  
Milligan & Herns  
Morgan Lewis  
Nelson Mullins Riley & Scarborough, LLP  
Nutter McClennen & Fish LLP

Patterson Belknap Webb & Tyler LLP  
Proskauer Rose LLP  
Quattlebaum, Grooms & Tull PLLC  
Schnader Harrison Segal & Lewis  
Schwabe Williamson & Wyatt  
Sills Cummis & Gross P.C.  
Stoel Rives LLP  
Sullivan Whitehead & Deluca LLP  
Swartz Campbell LLC  
The Weinhardt Law Firm  
Tucker Ellis LLP  
Willcox & Savage, P.C.

**Known Professionals for Certain  
Non-Debtor Parties in Interest**

Barnes & Thornburg, LLP  
Cravath, Swaine & Moore  
White & Case LLP

**Proposed Future Claimants'  
Representative and Her Proposed  
Professional**

Randi S. Ellis  
Walsh Pizzi O'Reilly Falanga LLP

**Material Potentially Indemnified Parties**

Bausch Health Companies Inc.  
Cyprus Mines Corporation  
Cyprus Talc Corp.  
Imerys Talc America, Inc.  
Imerys Talc Vermont, Inc.  
Luzenac America, Inc.  
Pharma Tech Industries, Inc.  
PTI Royston, LLC  
Rio Tinto America, Inc.  
RTZ America, Inc.  
Valeant Pharmaceuticals International, Inc.  
Windsor Minerals Inc.  
Costco Wholesale Corporation  
Publix Super Markets, Inc.  
Rite Aid Corporation  
Safeway Inc.  
Walmart Inc.

**Parties Who Have Entered Into Plan  
Support Agreements**

Andres Pereira Firm  
Ferrer, Poirot & Wansbrough  
Johnson Law Group  
Liakos Law, APC  
Linville Law Group  
McDonald Worley  
Nachawati Law Group  
OnderLaw, LLC  
Pulaski Kherkher PLLC  
Rueb Stoller Daniel, LLP  
Seeger Weiss LLP  
Slater Slater Schulman LLP  
Trammell PC  
Watts Guerra LLP  
Wisner Baum, LLP

**Law Firms with Significant  
Representations of Talc Claimants**

Andres Pereira Firm  
Arnold & Itkin LLP  
Aylstock, Witkin, Kreis &  
Overholtz, PLLC  
Beasley Allen Law Firm  
Childers, Schlueter & Smith LLC  
Ferrer, Poirot & Wansbrough  
Johnson Law Group  
Linville Law Group  
McDonald Worley  
Miller Firm, LLC  
Nachawati Law Group  
Napoli Shkolnik PLLC  
OnderLaw, LLC  
Pulaski Kherkher PLLC  
Robinson Calcagnie  
Rueb Stoller Daniel, LLP  
Sanders, Phillips, Grossman, LLC  
Seeger Weiss LLP  
Slater Slater Schulman LLP  
Trammell PC  
Wagstaff Law Firm  
Watts Guerra LLP  
Wisner Baum, LLP

**Key Parties in *Imerys Talc America, Inc.*  
and *Cyprus Mines Corp.* Chapter 11 Cases**

Cyprus Amax Minerals Company  
Cyprus Mines Corporation  
Cyprus Talc Corporation  
Imerys S.A.  
Imerys Talc America, Inc.  
Imerys Talc Vermont, Inc.  
(fka Windsor Minerals Inc.)  
James L. Patton  
Luzenac America, Inc.  
Official Committee of Tort Claimants  
(*In re Imerys Talc America, Inc.*)  
Official Committee of Tort Claimants  
(*In re Cyprus Mines Corp.*)  
Roger Frankel

**Debtor's Insurers**

A.G. Securitas  
ACE Property & Casualty Insurance  
Company  
Aetna Casualty and Surety Company  
Affiliated FM Ins. Company  
AIG Europe S.A.  
AIG Property and Casualty Company  
AIU Ins. Company  
Allianz Global Risks US  
Insurance Company  
Allianz Ins. Company  
Allstate Insurance Company  
American Centennial Ins. Company  
American Motorists Ins. Company  
American Re-Insurance Company  
Arrowood Indemnity Company  
ASR Schadeverzekering N.V.  
Assurances Generales De France  
Assurantiekantoor VanWijk & Co.  
Atlanta International Insurance Company,  
n/k/a Wellfleet New York Insurance  
Company  
Birmingham Fire Ins. Company of  
Pennsylvania  
Central National Ins. Company of Omaha  
Century Indemnity Company  
Champion Dyeing Allocation Year  
Chubb

City Ins. Company  
 Colonia Versicherungs AG, Koln  
 Company of N.Y.  
 Continental Insurance Company  
 Darag Deutsche Versicherungs-Und  
 Drake Ins. Company of New York  
 Employers Ins. Company of Wausau  
 Employers Ins. of Wausau  
 Employers Mutual Casualty Company  
 Eurinco Allgemeine  
 Everest Reinsurance Company  
 Fireman's Fund Ins. Company  
 First State Ins. Company  
 GAP  
 Gibraltar Casualty Company  
 Granite State Ins. Company  
 Great American  
 Great Northern Ins. Company  
 Great Southwest Fire Ins. Company  
 Groupe Drouot  
 Harbor Ins. Company  
 Hartford Accident and Indemnity Company  
 Home Ins. Company  
 Ideal Mutual Ins. Company  
 Industrial Indemnity Company  
 Ins. Company of North America  
 Ins. Company of the State of Pennsylvania  
 Ins. Corporation of Singapore Limited  
 Integrity Ins. Company  
 International Ins. Company  
 International Surplus Lines Ins. Company  
 Lexington Ins. Company  
 London Guarantee and Accident  
 L'Union Atlantique S.A. d'Assurances  
 Maas Lloyd  
 Mead Reinsurance Corporation  
 Middlesex Assurance Company  
 Midland Ins. Company  
 Midstates Reinsurance Corp.  
 Mission Ins. Company  
 Mission National Ins. Company  
 Munich Reinsurance America, Inc.  
 Mutual Fire, Marine, & Inland Ins.  
 Company  
 N.V. De Ark  
 N.V. Rotterdamse Assurantiekas

N.V. Schadeverzekeringsmaatschappij  
 National Casualty Company  
 National Union Fire Ins. Company of  
 Pittsburgh, PA  
 Nationwide  
 New Hampshire Ins. Company  
 North River Ins. Company  
 Northbrook Excess and Surplus  
 Ins. Company  
 Northeastern Fire Ins. Company  
 of Pennsylvania  
 Pacific Employers Ins. Company  
 ProSight  
 Prudential Reinsurance Company  
 Puritan Insurance Company  
 Republic Indemnity Company of America  
 Republic Ins. Company  
 Republic Western Ins. Company  
 Repwest Insurance Company  
 Resolute Management Inc.  
 Rheinland Versicherungen  
 Rheinland Verzekeringen  
 Riverstone Insurers  
 Royal Belge I.R., S.A. d'Assurances  
 Royal Indemnity Company  
 Royal Ins. Company  
 Rückversicherungs-AG  
 Safety Mutual Casualty Corporation  
 Safety National Casualty Corporation  
 Seguros La Republica SA  
 Sentry Insurance A Mutual Company  
 Southern American Ins. Company  
 Starr Indemnity & Liability Company  
 TIG Insurance Company  
 Transamerica Premier Insurance Company  
 Transit Casualty Company  
 Travelers Casualty and Surety Company  
 UAP  
 Union Atlantique d'Assurances S.A.  
 Union Indemnity Ins. Company  
 of New York  
 Versicherungs AG, Dusseldorf  
 Westchester Fire Insurance Company  
 Westport Insurance Corporation  
 XL Ins. Company

**Potential Parties in Canadian Proceeding**

Cassels Brock & Blackwell LLP  
Ernst & Young Inc.

Virginia  
Washington  
Washington, D.C.  
West Virginia  
Wisconsin

**States/Federal District With Consumer  
Protection Investigations/Actions**

Alabama  
Alaska  
Arkansas  
Arizona  
Colorado  
Connecticut  
Delaware  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Iowa  
Kansas  
Kentucky  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Montana  
Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Rhode Island  
South Dakota  
Texas  
Utah  
Vermont

**The Office of the United States Trustee –  
Region 3 – District of New Jersey**

Adam Shaarawy  
Adela Alfaro  
Alexandria Nikolinos  
Angeliza Ortiz-Ng  
Daniel C. Kropiewnicki  
David Gerardi  
Fran B. Steele  
Francyne D. Arendas  
James Stives  
Jeffrey Sponder  
Joseph C. Kern  
Kirsten K. Ardelean  
Lauren Bielskie  
Maggie McGee  
Martha Hildebrandt  
Michael Artis  
Neidy Fuentes  
Peter J. D'Auria  
Robert J. Schneider, Jr.  
Tia Green  
Tina L. Oppelt  
William J. Ziemer

**Bankruptcy Judges for the District  
of New Jersey**

Judge Andrew B. Altenburg, Jr.  
Judge Christine M. Gravelle  
Judge Jerrold N. Poslusny, Jr.  
Judge John K. Sherwood  
Judge Kathryn C. Ferguson  
Judge Michael B. Kaplan  
Judge Rosemary Gambardella  
Judge Stacey L. Meisel  
Judge Vincent F. Papalia

**Bankruptcy Rule 2002 Appearances<sup>1</sup>**

AIG Europe S.A. (as successor in interest to  
Union Atlantique d'Assurances S.A.)  
AIG Europe S.A.,  
AIG Property Casualty Company  
AIG Property Casualty Company (f/k/a  
Birmingham Fire Insurance Company of  
Pennsylvania)  
Aishia Landrum  
AIU Insurance Company  
Albertsons Companies, Inc..  
April Fair  
Archer & Greiner, P.C  
Arnold & Itkin LLP  
ASR Schadeverzekering N.V.  
ASR Schadeverzekering N.V. (as successor  
in interest to Assurantiekoor Van Wijk &  
Co.)  
Atlanta International Insurance Company  
Atlanta International Insurance Company  
Bausch Health Americas, Inc. f/k/a Valeant  
Pharmaceuticals International  
Bausch Health Companies Inc. f/k/a Valeant  
Pharmaceuticals International, Inc.  
Bausch Health US, LLC f/k/a Valeant  
Pharmaceuticals North America LLC  
BCBS of Massachusetts  
Blue Cross Blue Shield of Massachusetts  
Brown Rudnick LLP (Ad Hoc Committee of  
Certain Talc Claimants.)  
Catherine Forbes, individually and as  
personal representative of the Estate of  
Kimberly Naranjo  
Certain Plaintiffs Represented by Maune  
Raichle Hartley French & Mudd LLC  
Counsel for Atlanta International Insurance  
Company (as successor in interest to Drake  
Insurance Company)  
Counsel to DeSanto Canadian Class Action  
Creditors  
Cyprus Mines Corporation  
Employers Insurance Company of Wausau

Estate of Melissa Fleming  
Genova Burns LLC  
Gimigliano Mauriello & Maloney (Travelers  
Casualty and Surety Company) (f/k/a the  
Aetna Casualty and Surety Company)  
Granite State Insurance Company  
Katherine Tollefson  
Kellie Brewer  
Kristie Doyle  
Law Offices Of Mitchell J. Malzberg, LLC  
Levy Konigberg, LLP  
Lex Nova Law LLC  
Lexington Insurance Company  
Motley Rice  
N.V. Schadeverzekeringsmaatschappij Maas  
Lloyd  
N.V. Schadeverzekeringsmaatschappij Maas  
Lloyd (individually & as successor in  
interest to policies subscribed in favor of  
Johnson & Johnson by N.V. Rotterdamse  
Assurantiekas, n/k/a De Ark)  
National Casualty Company  
National Union Fire Insurance Company of  
Pittsburgh, Pa.  
New Hampshire Insurance Company  
New Jersey Coverage Action Plaintiff-  
Insurers  
Otterbourg P.C  
Pachulski Stang Ziehl & Jones LLP  
Pashman Stein Walder Hayden, P.C  
(Counsel to Various Talc Personal Injury  
Claimants)  
Patricia Cook  
Paul Crouch  
Philadelphia, Granite State Insurance  
Company  
Randy Derouen  
Rebecca Love  
Republic Indemnity Company of America  
RheinLand Versicherungen  
RheinLand Versicherungen (as successor in  
interest only to the subscriptions of the

<sup>1</sup> Where a Bankruptcy Rule 2002 appearance was filed by counsel on behalf of clients, the clients have been listed herein to the extent identified and where certain clients have not been identified, the filing counsel is listed, to the extent not otherwise listed herein.

former Dutch company Rheinland  
Verzekeringen)

RheinLand Versicherungen, N.V.  
Schadeverzekeringsmaatschappij Maas  
Lloyd  
Robert Gendelman, Executor of the Estate  
of Sherri Gendelman, and Robert  
Gendelman, in the New Jersey MDL  
Roger Frankel, as the Future Claimants  
Representative in the Cyprus Mines Chapter  
11 Case  
Ross Feller Casey, LLP  
Saiber LLC (Local Counsel for Various Talc  
Claimants)  
Simon Greenstone Panatier, PC (Attorneys  
for Various Mesothelioma Talc Claimants)  
Simpson Thacher & Bartlett LLP (Travelers  
Casualty and Surety Company (f/k/a the  
Aetna Casualty and Surety Company).  
Skadden, Arps, Slate, Meagher & Flom LLP  
Starr Indemnity & Liability Company  
Starr Indemnity & Liability Company (as  
successor in interest to Republic Insurance  
Company)  
State of New Mexico  
State of Mississippi  
State of Texas, by and through the Office of  
the Attorney General of Texas  
The Blue Cross Blue Shield Association  
The Continental Insurance Company  
The Continental Insurance Company, as  
successor in interest to Harbor Insurance  
Company and London Guarantee and  
Accident Company of New York  
The Insurance Company of the State of  
Pennsylvania  
The Insurance Company of the State of  
Pennsylvania, Philadelphia  
The North River Insurance Company  
The Shapiro Law Firm  
Tonya Whetsel  
Travelers Casualty and Surety Company  
(f/k/a The Aetna Casualty and Surety  
Company).  
Trif & Modugno LLC

Various Mesothelioma Talc Claimants  
Represented by Simon Greenstone Panatier  
PC.  
Watts and Guerra LLC (Counsel to Various  
Talc Personal Injury Claimants)  
White & Case LLP for & on behalf of  
Johnson & Johnson and Johnson & Johnson  
Holdco (NA)  
William A. Henry  
Womble Bond Dickinson (US) LLP (on  
behalf of The Ad Hoc Committee of States  
Holding Consumer Protection Claims)

**Debtor's Top 20 Unsecured Creditors**

Albert Schwenk c/o Bailey Cowan  
Heckaman PLLC  
Anderson Kill P.C.  
Ashley Schmitz c/o Kazan, McClain,  
Satterley & Greenwood  
Berkeley Research Group LLC  
Bernstein Shur Sawyer & Nelson P.A.  
Brown Rudnick LLP  
Cassels Brock and Blackwell LLP  
Christina Prudencio c/o Kazan, McClain,  
Satterley & Greenwood  
CRA International, Inc.  
Douglas Barden1 c/o Levy Konigsberg, LLP  
FTI Consulting, Inc.  
Genova Burns LLP  
Houlihan Lokey Capital, Inc.  
Lighthouse Technologies, Inc.  
Massey & Gail LLP  
Miller Thomson LLP  
MoloLamken LLP  
Otterbourg PC  
Shawn Johnson c/o Weitz & Luxenberg  
Walsh Pizzi O'Reilly Falanga LLP

**SCHEDULE 2**

**Disclosure Schedule**

Weil currently represents and formerly represented, in matters unrelated to this Chapter 11 Case, the following persons connected with the Debtor or parties in interest identified by the Debtor, based upon the list of parties in interest provided to Weil by electronic mail on April 6, 2023 and April 26, 2023, the list of parties who have filed a notice of appearance pursuant to Fed. R. Bankr. P. 2002, and the Debtor's list of its 20 largest non-insider unsecured creditors [Dkt. 207]:

<b>Matched Entity</b>	<b>Relationship to Debtors</b>	<b>Relationship to Weil</b>
AIG Europe S.A. AIG Property and Casualty Company AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania) AIU Insurance Company Granite State Ins. Company Lexington Ins. Company New Hampshire Ins. Company Ins. Company of the State of Pennsylvania The Insurance Company of the State of Pennsylvania, Philadelphia The Insurance Company of the State of Pennsylvania	Debtor's Insurers  Bankruptcy Rule 2002 Appearances	<b>Affiliate or Subsidiary of Current Client</b>  <b>Affiliate or Subsidiary of Former Client</b>  <b>Related to Current Client</b>
AlixPartners LLP	Debtor's Proposed Professionals and Claims Agent	<b>Current Client</b>
Bank of America, N.A.	Depository and Disbursement Banks	<b>Former Client</b>  <b>Affiliate or Subsidiary of Current Client</b>  <b>Current Client or Affiliate or Subsidiary of Current Client</b>  <b>Related to Current Client</b>
BASF Catalysts LLC	Significant Co-Defendants in Talc-Related Litigation	<b>Affiliate or Subsidiary of Current Client</b>



<b>Matched Entity</b>	<b>Relationship to Debtors</b>	<b>Relationship to Weil</b>
Chattem, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Related to Current Client</b>
Continental Insurance Company (the), as successor in interest to Harbor Insurance Company and London Guarantee and Accident Company of New York	Debtor's Insurers  Bankruptcy Rule 2002 Appearances	<b>Affiliate or Subsidiary of Current Client</b>
Dow Chemical Company (the)	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>  <b>Related to Current Client</b>
Eli Lilly and Company	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
Epiq Corporate Restructuring LLC	Debtor's Proposed Professionals and Claims Agent	<b>Affiliate or Subsidiary of Current Client</b>  <b>Related to Current Client</b>
Ernst & Young Inc.	Potential Parties in Canadian Proceedings	<b>Affiliate or Subsidiary of Current Client</b>  <b>Affiliate or Subsidiary of Former Client</b>
Estee Lauder Inc.  The Estee Lauder Companies, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
Faegre Drinker Biddle & Reath LLP	Debtor's Proposed Significant Ordinary Course Professionals, Consultants and Service Providers	<b>Related to Former Client</b>
First State Ins. Company	Debtor's Insurers	<b>Affiliate or Subsidiary of Current Client</b>
FTI Consulting, Inc.	Debtor's Top 20 Unsecured Creditors	<b>Current Client</b>
General Electric Company	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
Hartford Accident and Indemnity Company	Debtor's Insurers	<b>Affiliate or Subsidiary of Current Client</b>

<b>Matched Entity</b>	<b>Relationship to Debtors</b>	<b>Relationship to Weil</b>
Honeywell International, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Related to Current Client</b>
Kmart Corporation	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
Kroger Co. (The)	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
L'Oreal USA, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
National Union Fire Ins. Company of Pittsburgh, P.A.	Debtor's Insurers  Bankruptcy Rule 2002 Appearances	<b>Current Client</b>
New York	States/Federal District with Consumer Protection Investigations/Actions	<b>Affiliate or Subsidiary of Former Client</b>
Pfizer, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Related to Former Client</b>
Procter & Gamble Company (The)	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
ProSight	Debtor's Insurers	<b>Related to Current Client</b>
Sanofi-Aventis U.S. LLC	Significant Co-Defendants in Talc-Related Litigation	<b>Affiliate or Subsidiary of Current Client</b>
Target Corporation	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>
ViacomCBS, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Affiliate or Subsidiary of Current Client</b>  <b>Affiliate or Subsidiary of Former Client</b>
Walgreen Co.	Significant Co-Defendants in Talc-Related Litigation	<b>Affiliate or Subsidiary of Current Client</b>
Walmart, Inc.	Significant Co-Defendants in Talc-Related Litigation	<b>Current Client</b>

Matched Entity	Relationship to Debtors	Relationship to Weil
Walmart Inc.	Material Potentially Indemnified Parties	